

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA
SEPTEMBER 24, 2004 (Fourth Friday of Each Month)
CITY HALL COUNCIL CHAMBERS
809 CENTER STREET
SANTA CRUZ, CALIFORNIA
9:00 a.m. – Noon

THE BOARD AGENDA PACKET CAN BE FOUND ONLINE AT WWW.SCMTD.COM

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

SECTION I: OPEN SESSION - 9:00 a.m.

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
 - a. Will Regan, VMU RE: Bart Cavallaro
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF AUGUST 13 AND AUGUST 27, 2004 AND THE SPECIAL MEETING MINUTES OF AUGUST 13, 2004
Minutes: **THE AUGUST 27, 2004 MINUTES ARE INCLUDED IN THE SEPTEMBER 24, 2004 BOARD PACKET**
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS
Report: Attached
- 5-3. ACCEPT AND FILE AUGUST 2004 RIDERSHIP REPORT
Report: Attached
PAGE 1 OF THE RIDERSHIP REPORT IS INCLUDED IN THE SEPTEMBER 24, 2004 BOARD PACKET
- 5-4. CONSIDERATION OF TORT CLAIMS: REJECT THE CLAIM ENTIRELY OF JOSE SAAVEDRA, CLAIM # 04-0016
Claim: Attached

- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR SEPTEMBER 22, 2004 AND MINUTES OF JULY 21, 004
Agenda/Minutes: **REVISED AGENDA IS INCLUDED IN THE SEPTEMBER 24, 2004 BOARD PACKET**
- 5-6. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF SEPTEMBER 16, 2004 AND THE MINUTES OF THE AUGUST 19, 2004 MEETING
Agenda/Minutes: **DOCUMENTATION IS INCLUDED IN THE SEPTEMBER 24, 2004 BOARD PACKET**
- 5-7. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR JUNE 2004
Staff Report: Attached
- 5-8. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JULY 2004
Staff Report: **DOCUMENTATION IS INCLUDED IN THE SEPTEMBER 24, 2004 BOARD PACKET**
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
Staff Report: Attached
- 5-10. ACCEPT AND FILE METROBASE STATUS REPORT
Staff Report: Attached
- 5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE JULY MEETING
Staff Report: Attached
- 5-12. CONSIDERATION OF CONTRACT RENEWAL WITH DEVCO OIL FOR DISTRICT FUEL REQUIREMENTS
Staff Report: Attached
- 5-13. CONSIDERATION OF CONTRACT RENEWAL WITH CLAREMONT BEHAVIORAL SERVICES FOR EMPLOYEE ASSISTANCE PROGRAM
Staff Report: Attached
- 5-14. DELETED – ACTION TAKEN AT THE SEPTEMBER 10, 2004 BOARD MEETING**
- 5-15. DELETED – ACTION TAKEN AT THE SEPTEMBER 10, 2004 BOARD MEETING**
- 5-16. CONSIDERATION OF MODIFICATION TO CURRENT CLASS SPECIFICATION (JOB DESCRIPTION) OF THE PARTS CLERK TO REPLACE THE CLASS B DRIVER'S LICENSE REQUIREMENT WITH A CLASS C DRIVER'S LICENSE REQUIREMENT
Staff Report: Attached

- 5-17. **DELETED – ACTION TAKEN AT THE SEPTEMBER 10, 2004 BOARD MEETING**
- 5-18. NOTIFICATION OF ACTIONS TAKEN IN CLOSED SESSION REGARDING THE SETTLEMENT WITH GUILLERMO CHAVEZ
Staff Report: Attached
- 5-19. **MOVED TO REGULAR AGENDA AS ITEM #21**
- 5-20. CONSIDERATION OF AUTHORIZING THE GENERAL MANGER TO EXECUTE AN AMENDMENT TO THE RNL DESIGN CONTRACT FOR ARCHITECTURAL/ENGINEERING SERVICES FOR THE METROBASE PROJECT
Staff Report: Attached
(Moved to Consent Agenda at the September 10, 2004 Board Meeting. Staff Report retained original numbering as Item #16)

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Chairperson Reilly
Staff Report: Attached
THIS PRESENTATION WILL TAKE PLACE AT THE SEPTEMBER 24, 2004 BOARD MEETING
7. CONSIDERATION OF RECEIPT OF **REPORT** REGARDING THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION'S PARATRANSIT COORDINATION TASK FORCE (PCTF) AND **FINAL MINUTES** OF AUGUST 18, 2004
Presented by: Director Pat Spence
Staff Report: **REPORT FROM DIRECTOR SPENCE AND AUGUST 18, 2004 FINAL MINUTES ARE INCLUDED IN THE SEPTEMBER 24, 2004 BOARD PACKET**
8. **DELETED – ACTION TAKEN AT THE SEPTEMBER 10, 2004 BOARD MEETING**
9. **DELETED – ACTION TAKEN AT THE SEPTEMBER 10, 2004 BOARD MEETING**
10. **DELETED – ACTION TAKEN AT THE SEPTEMBER 10, 2004 BOARD MEETING**
11. CONSIDERATION OF AWARD OF CONTRACT FOR SUPPLEMENTAL PARATRANSIT SERVICES
Presented by: Tom Stickel, Fleet Maintenance Manager
Staff Report: **DOCUMENTATION IS INCLUDED IN THE SEPTEMBER 24, 2004 BOARD PACKET**

12. CONSIDERATION OF APPROVAL OF **RESOLUTION** TO MODIFY SANTA CRUZ METRO'S BYLAWS INCLUDING:

A. CLARIFYING THAT APPOINTEES TO THE METRO ADVISORY COMMITTEE (MAC) SERVE AT THE PLEASURE OF THE BOARD OF DIRECTORS; AND

B. ADDING RULES OF PROCEDURE FOR BOARD MEETINGS, SELECTING REPRESENTATIVES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, SETTING TIME LIMITS FOR TESTIMONY ON AGENDA ITEMS AND OTHER CHANGES

C. SUPPLEMENTAL REPORT

Presented by: Margaret Gallagher, District Counsel

Staff Report: **SUPPLEMENTAL REPORT IS INCLUDED IN THE SEPTEMBER 24, 2004 BOARD PACKET**

13. CONSIDERATION OF APPOINTING ROBERT YOUNT AS THE REPRESENTATIVE OF THE METRO ADVISORY COMMITTEE (MAC), AND APPOINTING STEVE KUDLAK AS A REPRESENTATIVE OF CONSUMERS OF FIXED ROUTE SERVICE AS MEMBERS OF THE PARATRANSIT COORDINATION TASK FORCE (PCTF).

Presented by: Les White, General Manager

Staff Report: **DOCUMENTATION IS INCLUDED IN THE SEPTEMBER 24, 2004 BOARD PACKET**

14. CONSIDERATION OF APPOINTMENT OF DIRECTORS TO THE SANTA CRUZ CIVIC IMPROVEMENT CORPORATION

Presented by: Elisabeth Ross, Finance Manager

Staff Report: Attached

15. CONSIDERATION OF PARACRUZ TRANSITION STATUS REPORT

Presented by: Bryant Baehr, Operations Manager

Staff Report: **DOCUMENTATION IS INCLUDED IN THE SEPTEMBER 24, 2004 BOARD PACKET**

16. **MOVED TO CONSENT AGENDA AS ITEM #5-20**

17. CONSIDERATION OF APPROVAL OF 40 YEAR LEASE WITH THE CITY OF SANTA CRUZ FOR PROPERTY NEEDED FOR THE METROBASE PROJECT

Presented by: Frank Cheng, Project Manager

Staff Report: **DOCUMENTATION IS INCLUDED IN THE SEPTEMBER 24, 2004 BOARD PACKET**

18. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AGREEMENT WITH IULIANO 1977 TRUST FOR PROPERTY LOCATED AT 111 DUBOIS STREET FOR METROBASE PROJECT
Presented by: Frank Cheng, Project Manager
Staff Report: **ATTACHMENT "A" WILL BE DISTRIBUTED AT THE SEPTEMBER 24, 2004 BOARD MEETING**
19. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN ASSIGNMENT WITH FREDERICK ELECTRONICS (PLANTRONICS) AND A TOOL SHED, INC. FOR PROPERTY LOCATED AT 375 ENCINAL STREET FOR THE METROBASE PROJECT TO ASSIGN THE PROPERTY TO A TOOL SHED, INC.
Presented by: Frank Cheng, Project Manager
Staff Report: **DOCUMENTATION IS INCLUDED IN THE SEPTEMBER 24, 2004 BOARD PACKET**
20. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AMENDMENT WITH THE SCOTTS VALLEY TRANSIT CENTER TENANT TO EXTEND THE TERM, INCLUDE JANITORIAL DUTIES AND PROVIDE FOR THE REPAYMENT OF A PG&E BILL
Presented by: Margaret Gallagher, District Counsel
Staff Report: Attached
21. CONSIDERATION OF A **RESOLUTION** OF APPRECIATION AND REMEMBERANCE FOR THE SERVICES OF BART CAVALLARO AS A MEMBER OF THE BOARD OF DIRECTORS FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
(Moved to Regular Agenda at the September 10, 2004 Board Meeting. Retained original numbering as Item #5-19)
22. **CONSIDERATION OF ADOPTING REVISIONS TO THE DRUG AND ALCOHOL TESTING POLICY REGULATION**
Presented by: Margaret Gallagher, District Counsel
Staff Report: Attached
23. **CONSIDERATION OF MEMORANDUM OF UNDERSTANDING FOR RELOCATION/GOODWILL FUNDING BETWEEN METRO AND SURF CITY PRODUCE CO. INC., AND ODWALLA**
Presented by: Les White, General Manager
Staff Report: **DOCUMENTATION WILL BE DISTRIBUTED AT THE SEPTEMBER 24, 2004 BOARD MEETING**
24. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
25. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Pursuant to Subdivision (a) of Section 54956.9)

- a. Name of Case: Frank Sloan v. Santa Cruz Metropolitan Transit District (Before the Workers' Compensation Appeals Board)

SECTION III: RECONVENE TO OPEN SESSION

26. REPORT OF CLOSED SESSION

ADJOURN

NOTICE TO PUBLIC

Members of the public may address the Board of Directors on a topic not on the agenda but within the jurisdiction of the Board of Directors or on the consent agenda by approaching the Board during consideration of Agenda Item #2 "Oral and Written Communications", under Section I. Presentations will be limited in time in accordance with District Resolution 69-2-1.

When addressing the Board, the individual may, but is not required to, provide his/her name and address in an audible tone for the record.

Members of the public may address the Board of Directors on a topic on the agenda by approaching the Board immediately after presentation of the staff report but before the Board of Directors' deliberation on the topic to be addressed. Presentations will be limited in time in accordance with District Resolution 69-2-1.

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The City Council Chambers is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Cindi Thomas at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting. A Spanish Language Interpreter will be available during "Oral Communications" and for any other agenda item for which these services are needed. This meeting will be broadcast live by Community Television of Santa Cruz on Channel 26.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 24, 2004

TO: Board of Directors

FROM: Les White, General Manager

SUBJECT: MATERIAL FOR THE SEPTEMBER 24, 2004 BOARD MEETING AGENDA

SECTION I:
OPEN SESSION:

CONSENT AGENDA:

- ADD TO ITEM #5-1** ACCEPT AND FILE MINUTES OF THE AUGUST 27, 2004 BOARD MEETING
(Insert Minutes of August 27, 2004)
- ADD TO ITEM #5-3** ACCEPT AND FILE AUGUST 2004 RIDERSHIP REPORT
(Insert Page 1 of the Ridership Report)
- ADD TO ITEM #5-5** ACCEPT AND FILE REVISED AGENDA FOR THE SEPTEMBER 22, 2004 MAC MEETING
(Insert REVISED Agenda)
- ADD TO ITEM #5-6** ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF SEPTEMBER 16, 2004 AND THE MINUTES OF THE AUGUST 19, 2004 MEETING
(Insert Agenda/Minutes)
- ADD TO ITEM #5-8** ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JULY 2004
(Insert Report)
- DELETE ITEM #5-14** CONSIDERATION OF ADOPTING A **RESOLUTION** ESTABLISHING PETTY CASH FUND FOR PARACRUZ FACILITY
(Action taken at the September 10, 2004 Board Meeting)
- DELETE ITEM #5-15** CONSIDERATION OF APPROVAL OF CALPERS **RESOLUTIONS** TO FIX AND SET THE DISTRICT'S MEDICAL PREMIUM CONTRIBUTION RATES
(Action taken at the September 10, 2004 Board Meeting)
- DELETE ITEM #5-17** CONSIDERATION OF APPROVAL OF PARATRANSIT CLASS SPECIFICATIONS (JOB DESCRIPTIONS) FOR PARATRANSIT OPERATOR, RESERVATIONIST, DISPATCH/ SCHEDULER, RESERVATION/SCHEDULING COORDINATOR, TRAINING AND ROAD RESPONSE COORDNATOR, MECHANIC II, AND SUPERINTENDENT
(Action taken at the September 10, 2004 Board Meeting)

REGULAR AGENDA:

- REPLACE ITEM #7** CONSIDERATION OF RECEIPT OF **REPORT** REGARDING THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION'S PARATRANSIT COORDINATION TASK FORCE (PCTF) AND **FINAL MINUTES** OF AUGUST 18, 2004
(Insert Director Spence's Report and Replace Draft Minutes with Final Minutes)
- DELETE ITEM #8** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT TO PURCHASE A VERTICAL LNG STORAGE TANK FOR AN LCNG FUELING STATION FOR THE METROBASE PROJECT
(Action taken at the September 10, 2004 Board Meeting)
- DELETE ITEM #9** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT TO PURCHASE TWO PRESSURE VESSEL ASSEMBLIES FOR THE LCNG FUELING STATION FOR THE METROBASE PROJECT
(Action taken at the September 10, 2004 Board Meeting)
- DELETE ITEM #10** CONSIDERATION OF AWARD OF CONTRACT FOR GOODWILL LOSS APPRAISAL SERVICES FOR METROBASE PROPERTIES
(Action taken at the September 10, 2004 Board Meeting)
- ADD TO ITEM #11** CONSIDERATION OF AWARD OF CONTRACT FOR SUPPLEMENTAL PARATRANSIT SERVICES
(Insert Staff Report)
- ADD TO ITEM #12** CONSIDERATION OF APPROVAL OF **RESOLUTION** TO MODIFY SANTA CRUZ METRO'S BYLAWS
(Insert Attachment C – Supplemental Report)
- ADD TO ITEM #13** CONSIDERATION OF APPOINTING ROBERT YOUNT AS THE REPRESENTATIVE OF THE METRO ADVISORY COMMITTEE (MAC), AND APPOINTING STEVE KUDLAK AS A REPRESENTATIVE OF CONSUMERS OF FIXED ROUTE SERVICE AS MEMBERS OF THE PARATRANSIT COORDINATION TASK FORCE (PCTF).
(Insert Staff Report)
- ADD TO ITEM #15** CONSIDERATION OF PARACRUZ TRANSITION STATUS REPORT
(Insert Staff Report)
- ADD TO ITEM #17** CONSIDERATION OF APPROVAL OF 40 YEAR LEASE WITH THE CITY OF SANTA CRUZ FOR PROPERTY NEEDED FOR THE METROBASE PROJECT

(Insert Staff Report)

ADD TO ITEM #18

CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AGREEMENT WITH IULIANO 1977 TRUST FOR PROPERTY LOCATED AT 111 DUBOIS STREET FOR METROBASE PROJECT

(Insert Staff Report – Attachment A will be distributed at the meeting)

ADD TO ITEM #19

CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN ASSIGNMENT WITH FREDERICK ELECTRONICS (PLANTRONICS) AND A TOOL SHED, INC. FOR PROPERTY LOCATED AT 375 ENCINAL STREET FOR THE METROBASE PROJECT TO ASSIGN THE PROPERTY TO A TOOL SHED, INC.

(Insert Staff Report)

ADD ITEM #22

CONSIDERATION OF ADOPTING REVISIONS TO THE DRUG NAD ALCOHOL TESTING POLICY REGULATION

(Insert Staff Report)

ADD ITEM #23

CONSIDERATION OF MEMORANDUM OF UNDERSTANDING FOR RELOCATION/GOODWILL FUNDING BETWEEN METRO AND SURF CITY PRODUCE CO. INC., AND ODWALLA

(Staff Report will be distributed at the September 24, 2004 Board meeting)

September 2, 2004

Board of Directors
Santa Cruz Metropolitan Transit District
370 Encinal St, Suite 100
Santa Cruz, Ca 95060

Dear Metro Board Members:

It is with great sadness that I have learned of the untimely passing of ex Board member Bart Cavallaro. Many employees of the District have not had the occasion to meet or work with the many Board members who have served on the Board since the inception of the District. I have been fortunate to have attended Board meetings for many years and know very well how hard so many have worked for the betterment of Metro.

As a Board member for 19 years, Bart was a true shining star in his tireless support of Metro. So very many in our community will never know or understand how positive his hard work, dedication and caring have touched and improved all our lives.

I know I speak for all the VMU members when I send my deepest condolences to the family and many friends of Bart. He will be missed.



Will Regan, VMU President

2-9.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

August 13, 2004

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, August 13, 2004 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

Vice Chair Keogh called the meeting to order at 9:39 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Sheryl Ainsworth
Jan Beautz
Michelle Hinkle
Mike Keogh
Emily Reilly
Mike Rotkin
Dale Skillicorn
Pat Spence
Mark Stone
Marcela Tavantzis

DIRECTORS ABSENT

Dennis Norton
Ex-Officio Wes Scott

STAFF PRESENT

Bryant Baehr, Operations Manager
Margaret Gallagher, District Counsel
Steve Paulson, Paratransit Administrator
Elisabeth Ross, Finance Manager

Robyn Slater, Human Resources Manager
Judy Souza, Base Superintendent
Tom Stickel, Fleet Maint. Manager
Les White, General Manager

EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT

Chuck Boxwell, RNL Design
Kate Diamond, RNL Design
Joni Janecki, JWA
Jeff Le Blanc, MASTF
Gary Klemz, SEIU

Paul Marcelin-Sampson
Bonnie Morr, UTU
Will Regan, VMU
Bob Yount, MASTF

2. ORAL AND WRITTEN COMMUNICATION

Oral:

Vice Chair Keogh announced that action is required today on Item #11, but not on Item #5-15. Les White reported that no action is required today on Item # 5-18 due to MAC

5-1.1

member Lesley Wright being unable to attend the August Paratransit Coordination Task Force meeting and no response had been received from the MAC Chair regarding recommending a replacement.

An announcement was made that Director Scott's son, Jonathan Scott, had recently passed away and a memorial is planned for 2:30 p.m. on Sunday, August 15, 2004 at Twin Lakes Church in Aptos.

Written:

None

3. **LABOR ORGANIZATION COMMUNICATIONS**

None.

4. **ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS**

None. Due to time constraints, Items # 14 and 15 were taken out of order before the Consent Agenda.

ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR ROTKIN

Take Items # 14 and 15 before the Consent Agenda:

Motion passed unanimously with Directors Norton and Scott being absent.

14. **REVIEW OF REBUILD VS. REMODEL DESIGN OPTIONS FOR THE METROBASE PROJECT MAINTENANCE BUILDING,**

Summary:

Les White introduced Chuck Boxwell and Kate Diamond from RNL Design, who gave a presentation on rebuild vs. remodel options, schedule and cost for the MetroBase Maintenance Building on Golf Club Drive.

Discussion:

The existing building is twenty years old, has a sloped floor and is past its projected useful life. A completely new building would have a level floor; and the same square footage, but with more useable space. There was discussion about the project being "green" by using locally manufactured and recycled materials, and using natural daylight. Construction of a new building would add approximately 2-3 months, but would not affect the schedule for the LCNG Fueling Station. The overall project cost would be approximately the same. However, design costs, demolition cost and construction costs would be approximately \$490,000 above the remodel cost before the change order contingencies are added.

Direction:

The Board requested that more details regarding the total additional cost be brought back to the August 27, 2004 meeting.

15. REVIEW OF AESTHETIC TREATMENT DESIGN OPTIONS FOR THE OPERATIONS, SERVICE, AND MAINTENANCE BUILDINGS FOR THE METROBASE PROJECT

Summary:

The RNL Design Team (Chuck Boxwell and Kate Diamond from RNL-design, and Joni Janecki from JWA) asked the Board for input on colors, finishes, exposed materials, carpets, tiles and other components that will affect the overall appearance of the MetroBase facilities.

Discussion:

The RNL Design Team answered questions and showed examples of materials for the Board make selections from, explaining that recycled, locally made materials and 'native, drought tolerant plants will be used. The Design Team 'is in synch with what Art Space is proposing at the Tannery site, and also has taken into consideration steps necessary to prevent mold from forming.

VICE CHAIR KEOGH TURNED THE MEETING OVER TO CHAIR REILLY AT THIS TIME AND THEN LEFT THE MEETING

CONSENT AGENDA

Chair Reilly announced that due to time constraints, she not review each Consent Agenda Item individually, but rather asked if there were any comments or questions that anyone wanted to raise on a particular Consent Agenda Item.

Paul Marcelin-Sampson asked the Board to consider responding to the negative articles in the Sentinel regarding Highway 17 drivers. Mr. Marcelin also pointed out that the Paratransit Coordination Task Force minutes included in today's Agenda Packet are actually draft minutes, but not labeled as such. Director Beautz responded that they would be labeled "draft" going forward.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

This presentation will take place at the August 27, 2004 Board Meeting.

7. CONSIDERATION OF RECEIPT OF THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION'S PARATRANSIT COORDINATION TASK FORCE (PCTF) AND MINUTES OF JUNE 16, 2004

Summary:

Director Spence encouraged Board members to attend the next meeting being held at 2:00 p.m. August 18, 2004 in the ABC Room of the Santa Cruz Civic Auditorium. Margaret Gallagher will make a presentation at the meeting regarding the ADA legal mandates.

8. **CONSIDERATION OF APPROVAL OF 40 YEAR LEASE WITH THE CITY OF SANTA CRUZ FOR PROPERTY NEEDED FOR THE METROBASE PROJECT**

Documentation will be presented for consideration at the August 27, 2004 Board Meeting.

9. **AWARD CONTRACT FOR GOODWILL Loss APPRAISAL SERVICES ACTION REQUIRED AT THE JULY 9, 2004 BOARD MEETING**

Documentation will be presented for consideration at the August 27, 2004 Board Meeting.

10. **CONSIDERATION OF MODIFICATIONS TO SANTA CRUZ METRO'S BYLAWS TO CLARIFY THAT APPOINTEES TO THE METRO'S ADVISORY COMMITTEE (MAC) SERVE AT THE PLEASURE OF THE BOARD OF DIRECTORS**

Paul Marcelin-Sampson asked the Board to consider adding language to the bylaws clarifying that the Board does not intend to remove MAC members based on their point of view.

11. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AGREEMENT WITH SOQUEL III ASSOCIATES FOR PROPERTY LOCATED AT 2880 RESEARCH PARK DRIVE, SUITE 160 FOR METRO PARACRUZ OPERATION**

ACTION REQUIRED AT THE AUGUST 13, 2004 BOARD MEETING

Summary:

Bryant Baehr reported that Greg Walsh of J.R. Parrish has helped Staff locate a suitable property for in-house ParaCruz operations at 2880 Research Park Drive. Of the 10 properties viewed, this property is the only one that met all the criteria necessary for a November 1, 2004 start date. The owner, Soquel III Associates, is proposing a five (5) year lease with two (2) five (5) year options, with three (3) months rent-free.

Discussion:

Mr. Baehr reported that the County of Santa Cruz and the Central Fire District have approved the use of this property for ParaCruz operations, including light maintenance. There was discussion regarding the lack of specifically designated parking spaces.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Authorize the General Manager to execute a lease with Soquel III Associates for property located at 2880 Research Park Drive, Suite 160, for ParaCruz operations and send Board members a copy of the agreement prior to final signature.

5-1.4

Director Beautz added the following friendly amendment, which was accepted by Director Rotkin:

Attempt to obtain designated parking spaces with the understanding that Staff may need to take full responsibility regarding enforcement of designated parking spaces and if Soquel III does not agree, then the matter needs to be brought back top the Board of Directors.

Gary Klemz expressed concern that providing in-house ParaCruz service& costing \$80,000 more than not taking the service in-house, while employees are being laid off.

Director Rotkin clarified that the costs would have been higher to remain with Community Bridges or go with a brokerage service.

Motion passed unanimously with Directors Keogh, Norton and Scott being absent.

12. **CONSIDERATION OF APPOINTING A PERMANENT METRO ADVISORY COMMITTEE (MAC) REPRESENTATIVE TO THE PARATRANSIT COORDINATION TASK FORCE (PCTF)**

Documentation will be presented for consideration at the August 27, 2004 Board Meeting.

13. **CONSIDERATION OF MODIFYING THE BYLAWS OF THE METRO ADVISORY COMMITTEE (MAC) TO PROVIDE FOR ALTERNATE MEMBERS**

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SPENCE

Move this item to the Consent Agenda for the August 27, 2004 Board Meeting.

Motion passed unanimously with Directors Keogh, Norton and Scott being absent.

16. **CONSIDERATION OF APPROVAL OF RESOLUTION TO MODIFY SANTA CRUZ METRO'S BYLAWS INCLUDING ADDING RULES OF PROCEDURE FOR BOARD MEETINGS, SELECTING REPRESENTATIVES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, SETTING TIME LIMITS FOR TESTIMONY ON AGENDA ITEMS AND OTHER NEEDED FOR THE METROBASE PROJECT**

Documentation will be presented for consideration at the August 27, 2004 Board Meeting.

ADJOURN

5-1.5

There being no further business, Chair Reilly adjourned the meeting at 11:25 a.m.

Respectfully submitted,



CINDI THOMAS
Administrative Services Coordinator

DRAFT

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

SPECIAL Meeting Minutes- Board of Directors

August 13, 2004

A SPECIAL Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, August 13, 2004 at the Administrative Offices, 370 Encinal Street, Santa Cruz, CA.

Vice Chair Keogh called the meeting to order at 8:00 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Michelle Hinkle
Mike Keogh
Mike Rotkin
Dale Skillicorn
Pat Spence
Mark Stone
Marcela Tavantzis

DIRECTORS ABSENT

Sheryl Ainsworth
Jan Beautz ,
Dennis Norton
Emily Reilly ,
Ex-Officio Wes Scott

STAFF PRESENT

Margaret Gallagher, District Counsel
Les White; General Manager

2. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION :

Margaret Gallagher reported that the Board would be evaluating the General Manager's job performance.

2. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

Staff was directed to send a letter of condolence to Director Scott for the recent loss of his son.

SECTION II: CLOSED SESSION

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: General Manager

5-1.7

SECTION III: RECONVENE TO OPEN SESSION

3. REPORT OF CLOSED SESSION

Margaret Gallagher stated that the Board had done a performance evaluation of the General Manager, whom they agreed is doing an excellent job.

ADJOURN

There being no further business, Vice Chair Keogh adjourned the SPECIAL meeting at 9:39 a.m.

Respectfully submitted,



CINDI THOMAS

Administrative Services Coordinator

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

August 27, 2004

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, August 27, 2004 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Chair Reilly called the meeting to order at 9:04 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Sheryl Ainsworth
Jan Beautz (arrived after roll call)
Michelle Hinkle
Mike Keogh
Dennis Norton
Emily Reilly
Mike Rotkin (arrived after roll call)
Dale Skillicorn
Pat Spence
Mark Stone
Marcela Tavantzis

DIRECTORS ABSENT

Ex-Officio Wes Scott

STAFF PRESENT

Bryant Baehr, Operations Manager
Frank Cheng, M/B Project Manager
Mark Dorfman, Assistant General Manager
Margaret Gallagher, District Counsel
Steve Paulson, Paratransit Administrator

Elisabeth Ross, Finance Manager
Robyn Slater, Human Resources Manager
Judy Souza, Base Superintendent
Tom Stickel, Fleet Maint. Manager
Les White, General Manager

EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT

Geneva Blake, Transit Supervisor
Chuck Boxwell, RNL Design
Chris Bridinger, Bus Operator
Denise Bridinger, Transit Supervisor
Kate Diamond, RNL Design
Jim Jackson
Joni Janecki, JWA
Gary Klemz, SEIU
Jeff Le Blanc, MASTF

Paul Marcelin-Sampson
Pat McKelvey, RNL Design
Bonnie Morr, UTU
Karena Pushnik, SCCRTC
Will Regan, VMU
Mr. Tomasee
Amy Weiss, Spanish Interpreter
Bob Yount, MAC/MASTF/E&D TAC

Chair Reilly announced that she would be taking Items #17, #14 and #15 immediately after Item #6.

ACTION: MOTION: DIRECTOR KEOGH SECOND: DIRECTOR REILLY

Defer Items #9, #10 and #16 to the September 24, 2004 meeting.

Les White distributed the MAC Committee Action Memo, which is attached to these minutes, from their August 18, 2004 meeting, recommending the Board to defer Item #10 on today's agenda.

Motion passed unanimously with Director Beautz being absent.

2. ORAL AND WRITTEN COMMUNICATION

Written:

a. Cameron S. Jackson

RE: Hwy 17 Schedule

Oral:

Jim Jackson: Unhappy with Highway 17 schedule, wants the first bus to leave 12 minutes earlier in order to make a connection with the Baby Bullet. Does not understand why METRO can't change the schedule.

Paul Marcelin-Sampson: Urged the Board to respond to the recent negative comments and editorials regarding Highway 17 drivers. Understands Highway 17 scheduling difficulties due to Caltrain's lack of participation in schedule development. Suggested this be agendized for a future meeting.

Mr. Tomasee: Said he loves the Board, hates the City, and thinks the first Highway 17 bus should leave 12 minutes earlier.

Director Spence acknowledged Jeff Le Blanc for his support of METRO at the last two SCCRTC meetings.

Les White responded to the Highway 17 schedule concerns by explaining that the service is a joint effort involving 5 different agencies that have tried for three years to get Caltrain to participate in developing a coordinated Highway 17 schedule. Mr. White urged people to contact Caltrain directly.

Direction:

Staff was directed to provide language for the Mayor and Board of Supervisors to contact Caltrain, and to agendize this item in time for schedule changes to appear in the next printing of Headways.

3. **LABOR ORGANIZATION COMMUNICATIONS**

Nothing to report.

4. **ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS**

SECTION I:
OPEN SESSION:

ADD TO ITEM #2

ORAL AND WRITTEN COMMUNICATION

a. Cameron S. Jackson RE: Hwy 17 Schedule
(Insert Letter)

CONSENT AGENDA:

ADD TO ITEM #5-3

ACCEPT AND FILE JULY 2004 RIDERSHIP REPORT
(Insert Page 1 of the Ridership Report)

ADD TO ITEM #5-4

CONSIDERATION OF TORT CLAIMS: REJECT THE CLAIM ENTIRELY OF DONALD CARTER, CLAIM #04-0013; **REJECT THE CLAIM ENTIRELY OF DELLACROSS, AHMAHNEE, CLAIM #04-0015**
(Insert New Claim)

ADD TO ITEM #5-6

ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF AUGUST 19, 2004 AND THE MINUTES OF THE JULY 15, 2004 MEETING
(Insert Agenda/Minutes)

ADD TO ITEM #5-7

ACCEPT THE MONTHLY BUDGET STATUS REPORT FOR JUNE 2004; APPROVAL OF BUDGET TRANSFERS: DESIGNATION OF EXCESS SALES TAX FUNDS IN THE AMOUNT OF \$800,000 FOR CARRYOVER IN THE FY 04-05 BUDGET; AND THE REMAINDER, IF ANY, FOR CAPITAL RESERVES; AND ADOPTION OF SCHEDULE OF RESERVE ACCOUNTS
(Insert Staff Report)

ADD TO ITEM #5-9

ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JUNE 20, 2004
(Insert Report)

ADD TO ITEM #5-16

CONSIDERATION OF ADOPTING A RESOLUTION ESTABLISHING PETTY CASH FUND FOR PARACRUZ FACILITY
(Insert Staff Report)

- DELETE ITEM #5-18** CONSIDERATION OF APPOINTING LESLEY WRIGHT AS A TEMPORARY METRO ADVISORY COMMITTEE (MAC) REPRESENTATIVE TO ATTEND THE AUGUST MEETING OF THE PARATRANSIT COORDINATION TASK FORCE (PCTF)
- ADD ITEM #5-24** CONSIDERATION OF REQUEST FOR SHUTTLE SERVICE FROM COUNTY OF SANTA CRUZ FOR RUDOLPH F. MONTE FOUNDATION FIREWORKS FUNDRAISER
(Insert Staff Report)
- REGULAR AGENDA:**
- REPLACE ITEM #6** PRESENTATION OF EMPLOYEE LONGEVITY/RETIREMENT AWARDS
(Insert REVISED Staff Report)
- DELETE ITEM #8** CONSIDERATION OF APPROVAL OF 40 YEAR LEASE WITH THE CITY OF SANTA CRUZ FOR PROPERTY NEEDED FOR THE METROBASE PROJECT
- DELETE ITEM #9** CONSIDERATION OF AWARD OF CONTRACT FOR GOODWILL LOSS APPRAISAL SERVICES
(Staff recommends this Item be deferred to the September 24, 2004 Board Meeting)
- DELETE ITEM #10** CONSIDERATION OF MODIFICATIONS TO SANTA CRUZ METRO'S BYLAWS TO CLARIFY THAT APPOINTEES TO THE METRO'S ADVISORY COMMITTEE (MAC) SERVE AT THE PLEASURE OF THE BOARD OF DIRECTORS
(Staff recommends this Item be deferred to the September 24, 2004 Board Meeting)
- ADD ITEM #12** CONSIDERATION OF APPOINTING STUART ROSENSTEIN AS A TEMPORARY METRO ADVISORY COMMITTEE (MAC) REPRESENTATIVE TO ATTEND THE SEPTEMBER MEETING OF THE PARATRANSIT COORDINATION TASK FORCE
(Insert Staff Report)
- REPLACE ITEM #14** **REVIEW OF ADDENDUM TO ADOPTED NEGATIVE DECLARATION FOR THE PHASE I METROBASE PROJECT**, AND CONSIDERATION OF REBUILD VS. REMODEL DESIGN OPTIONS FOR THE METROBASE MAINTENANCE BUILDING
(Insert REVISED Staff Report)
- DELETE ITEM #16** CONSIDERATION OF APPROVAL OF RESOLUTION TO MODIFY SANTA CRUZ METRO'S BYLAWS INCLUDING ADDING RULES OF PROCEDURE FOR BOARD MEETINGS, SELECTING REPRESENTATIVES TO THE SANTA CRUZ COUNTY REGIONAL

TRANSPORTATION COMMISSION, SETTING TIME LIMITS FOR TESTIMONY ON AGENDA ITEMS AND OTHER CHANGES
(Staff recommends this Item be deferred to the September 24, 2004 Board Meeting)

ADD ITEM #17

PUBLIC HEARING: CONSIDERATION OF A RESOLUTION TO APPROVE A MITIGATED NEGATIVE DECLARATION FOR PHASE I OF THE METROBASE PROJECT LOCATED AT 1122 / 1200 RIVER STREET, AND 120/138 GOLF CLUB DRIVE, SANTA CRUZ
(Insert Staff Report)

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF JULY 9 AND JULY 23, 2004 AND SPECIAL BOARD MEETING MINUTES OF JULY 23, 2004
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS
- 5-3. ACCEPT AND FILE JULY 2004 RIDERSHIP REPORT
- 5-4. CONSIDERATION OF TORT CLAIMS: REJECT THE CLAIMS ENTIRELY OF DONALD CARTER, CLAIM # 04-0013, AND AHMAHNEE DELLACROSS, CLAIM # 04-0015
- 5-5. ACCEPT AND FILE AGENDA FOR THE METRO ADVISORY COMMITTEE (MAC) MEETING OF AUGUST 18, 2004
- 5-6. ACCEPT AND FILE AGENDA FOR THE MASTF COMMITTEE MEETING OF AUGUST 19, 2004 AND THE MINUTES OF THE JULY 15, 2004 MEETING
- 5-7. ACCEPT THE MONTHLY BUDGET STATUS REPORT FOR JUNE 2004; APPROVAL OF BUDGET TRANSFERS: DESIGNATION OF EXCESS SALES TAX FUNDS IN THE AMOUNT OF \$800,000 FOR CARRYOVER IN THE FY 04-05 BUDGET; AND THE REMAINDER, IF ANY, FOR CAPITAL RESERVES; AND ADOPTION OF SCHEDULE OF RESERVE ACCOUNTS
- 5-8. ACCEPT AND FILE PARACRUZ STATUS REPORT FOR MAY 2004
- 5-9. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR JUNE 2004
- 5-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE
- 5-11. ACCEPT AND FILE METROBASE STATUS REPORT
- 5-12. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE JUNE MEETINGS
- 5-13. CONSIDERATION OF CONTRACT RENEWAL WITH CAROLYN CHANEY & ASSOCIATES FOR FEDERAL LEGISLATIVE SERVICES
- 5-14. CONSIDERATION OF CONTRACT RENEWAL WITH SHAW YODER FOR STATE LEGISLATIVE SERVICES
- 5-15. CONSIDERATION OF EXTENDING THE CONTRACT WITH TRISTAR UNTIL DECEMBER 31, 2004 TO ALLOW ENOUGH TIME TO COMPLETE THE RFP PROCESS
- 5-16. CONSIDERATION OF ADOPTING A RESOLUTION ESTABLISHING PETTY CASH FUND FOR PARACRUZ FACILITY
- 5-17. CONSIDERATION OF APPROVAL OF RESOLUTION TO ALLOW CALPERS TO ADJUST THE PREMIUM PAYMENT CAPS FOR MEDICAL FOR SEIU AND MANAGEMENT

- 5-18. DELETED
- 5-19. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE OPTION TO PURCHASE TWO (2) 40-FOOT COMPRESSED NATURAL GAS BUSES FROM THE CITY OF CULVER CITY WITH NEW FLYER OF AMERICA
- 5-20. CONSIDERATION OF STATUS OF FEDERAL REAUTHORIZATION LEGISLATION AND THE IMPACT ON THE SANTA CRUZ METRO TRANSIT DISTRICT
- 5-21. CONSIDERATION OF MODIFICATIONS TO THE DESIGN BUILD AUTHORITY FOR TRANSIT SYSTEMS ADOPTED BY THE CALIFORNIA STATE LEGISLATURE AND SIGNED INTO LAW BY THE GOVERNOR
- 5-22. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH SANTA CRUZ COUNTY AS THE PASS-THROUGH AGENCY FOR A GRANT TO BUY NEW BICYCLE RACKS FOR METRO BUSES
- 5-23. CONSIDERATION OF MODIFYING THE BYLAWS OF THE METRO ADVISORY COMMITTEE (MAC) TO PROVIDE FOR ALTERNATE MEMBERS
- 5-24. CONSIDERATION OF REQUEST FOR SHUTTLE SERVICE FROM COUNTY OF SANTA CRUZ FOR RUDOLPH F. MONTE FOUNDATION FIREWORKS FUNDRAISER

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR KEOGH

Approve the Consent Agenda

Direction: Include cost per hour in all future Staff Reports similar to #5-24, Monte Foundation shuttle service.

Motion passed unanimously with all Directors present.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

The following employees were acknowledged with a longevity certificate for their years of service:

TWENTY YEARS

Gary S. Blair, Bus Operator
Timon W. Read, Bus Operator
Douglas J. Grosjean, Bus Operator
Issac E. Glenn, Bus Operator

The following employees were acknowledged with a Resolution of Appreciation for their years of service:

RETIREES

Geneva Blake, Operations Supervisor, 30 Years
Chris Bridinger, Bus Operator, 24 Years
Denise Bridinger, Operations Supervisor, 27 Years 5 Months
Aurelio Preciado, Bus Operator, 29 Years 6 Months
Denise Rossi, Operations Supervisor, 28 Years 8 Months

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

**Approve a Resolution of Appreciation of Services for each of the following retirees:
Geneva Blake, Chris Bridinger, Denise Bridinger, Aurelio Preciado, and Denise Rossi.**

Motion passed by a unanimous voice vote in lieu of a roll call with all Directors present.

Chair Reilly announced that she would take Items # 17, 14, 15 and 11, in that order, prior to the remainder of the agenda.

**17. PUBLIC HEARING: CONSIDERATION OF A RESOLUTION TO APPROVE A
MITIGATED NEGATIVE DECLARATION FOR PHASE I OF THE METROBASE
PROJECT LOCATED AT 1122/ 1200 RIVER STREET, AND 120/138 GOLF CLUB
DRIVE, SANTA CRUZ**

Summary:

Frank Cheng reported that the RNL Design team modifications to the building design and layout were incorporated to maximize operational efficiency and capacity. Frank Cheng stated that the Mitigated Negative Declaration addressed all concerns received during the public review period including impacts on noise, traffic flow and fueling components of the project.

Public Hearing opened at 9:40 a.m.

There were no Public Comments.

Public Hearing closed at 9:40 a.m.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR AINSWORTH

Approve a Resolution to Adopt a Mitigated Negative Declaration for Phase I of the MetroBase Project.

Motion passed by a unanimous roll call vote with all Directors present.

14. REVIEW OF ADDENDUM TO ADOPTED NEGATIVE DECLARATION FOR THE PHASE I METROBASE PROJECT, AND CONSIDERATION OF REBUILD VS. REMODEL DESIGN OPTIONS FOR THE METROBASE MAINTENANCE BUILDING

Summary:

Frank Cheng explained that the RNL Design team has encountered significant difficulties in retaining a portion of the existing maintenance building on Golf Club Drive, which is beyond its projected useful life. Chuck Boxwell explained how a completely new building would meet all project criteria, result in more useable space, and could be constructed for less cost than remodeling the existing building. The overall design cost would increase approximately \$398,688 and the overall construction cost would decrease approximately \$222,055.

An Addendum to the Negative Declaration has been prepared to address a new building vs. remodeling the existing building.

Discussion:

There was discussion about how the demolition and new “tilt-up” construction would take place, as well as the impact that a new building would have on the project schedule, cost involved, and the end result of more useable space, and a more functional layout.

The Addendum to the Negative Declaration found that the construction of a new maintenance building vs. remodeling the existing building would not result in significant new or increased noise, air or hazardous materials impacts that were not already addressed in the Negative Declaration.

Jeff Le Blanc stated he was in favor of a new building.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Adopt the Addendum to the Negative Declaration for Phase I of the MetroBase Project.

Motion passed unanimously with all Directors present.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Approve the Rebuild option for the MetroBase Project Maintenance Building, with a report back to the Board, when feasible, regarding how demolition materials will be disposed of.

Motion passed unanimously with all Directors present.

15. REVIEW OF AESTHETIC TREATMENT DESIGN OPTIONS FOR THE OPERATIONS, SERVICE, AND MAINTENANCE BUILDINGS FOR THE METROBASE PROJECT

Discussion with the RNL Design Team included: Interior and exterior finishes, materials, colors, landscaping, drainage, bus and employee parking, ventilation, and configuration of offices.

Public Comment included:

Jeff Le Blanc – suggested using a more lively exterior color than gray.

Will Regan – urged the Board to leave the bus yard and maintenance facility lot open with no landscaping and no other physical or visual obstacles.

Bob Yount – concerned with ventilation system. Remarks are attached to the minutes.

Paul Marcelin-Sampson - urged the Board to focus on making the building efficient and making sure the money is there to build it.

Bonnie Morr – wants the balcony next to the drivers room expanded to provide an outdoor employee area.

Direction: Bring back cost of adding a percolation system to the roof area of the River Street facility and a usable balcony off the break room

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Approve the aesthetic design options as presented for the MetroBase Project

Direction: Bring back costs of items that have been deducted during the value engineering process.

Motion passed unanimously with all Directors present.

DIRECTOR NORTON LEFT THE MEETING

11. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AGREEMENT WITH SOQUEL III ASSOCIATES FOR PROPERTY LOCATED AT 2880 RESEARCH PARK DRIVE, SUITE 160 FOR METRO PARACRUZ OPERATION

Summary:

Les White reported that Soquel III Associates has declined Staff's offer to enforce designated parking spaces. The last offer to Soquel III was for a 5-year lease, with an escape clause within the first year that if there were any parking problems, the District could terminate the lease without incurring contract damages, for breach of contract.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR ROTKIN

Authorize the General Manager to enter into a 5-year lease agreement with Soquel III Associates for property located at 2880 Research Park Drive, Suite 160 for ParaCruz operations, provided that if there are any parking problems within the first year, the District may terminate the lease without incurring punitive damages.

Discussion:

If Soquel III Associates does not agree to these terms, the alternative would be occupying a split location.

Direction:

If no agreement is reached regarding the parking, bring this item back for a Special meeting to discuss alternatives.

Motion passed unanimously with Directors Norton and Scott being absent.

12. CONSIDERATION OF APPOINTING STUART ROSENSTEIN AS A TEMPORARY METRO ADVISORY COMMITTEE (MAC) REPRESENTATIVE TO ATTEND THE SEPTEMBER MEETING OF THE PARATRANSIT COORDINATION TASK FORCE

ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR KEOGH

Appoint Stuart Rosenstein as a temporary MAC representative to attend the September meeting of the Paratransit Coordination Task Force.

Motion passed unanimously with Director Norton being absent.

DIRECTOR SKILLICORN LEFT THE MEETING

7. CONSIDERATION OF RECEIPT OF REPORT OF THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION'S PARATRANSIT COORDINATION TASK FORCE (PCTF) AND MINUTES OF JUNE 16, 2004

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR REILLY

Accept the report of the Paratransit Coordination Task Force and minutes of the June 16, 2004 meeting.

Motion passed unanimously with Directors Norton and Skillicorn being absent.

Discussion:

The Board requested more information on the Paratransit, Inc. (PI) model system. Paul Marcelin-Sampson pointed out several inconsistencies in the PI presentation and has prepared a comprehensive analysis, which the Board requested be emailed to them. Mr. Marcelin-Sampson expressed frustration at the difficulty in trying to get the PCTF to look at his information at the August meeting. Karena Pushnik also had information to email to the Board.

8. DELETED

9. DEFERRED TO THE SEPTEMBER BOARD MEETING

10. DEFERRED TO THE SEPTEMBER BOARD MEETING

13. MOVED TO CONSENT AGENDA AS ITEM #5-17

16. DEFERRED TO THE SEPTEMBER BOARD MEETING

18. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel

Margaret Gallagher stated that the Board would discuss the Workers Compensation case of Laura Harrell.

19. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

SECTION II: CLOSED SESSION

Chair Reilly adjourned to Closed Session at 12:07 p.m. and Vice Chair Keogh reconvened to Open Session at 12:23 p.m.

SECTION III: RECONVENE TO OPEN SESSION

20. REPORT OF CLOSED SESSION

Margaret Gallagher had nothing to report at this time.

ADJOURN

There being no further business, Chair Reilly adjourned the meeting at 12:24 p.m.

Respectfully submitted,

CINDI THOMAS
Administrative Services Coordinator

CHECK JOURNAL DETAIL BY CHECK NUMBER

ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 08/01/04 THRU 08/31/04

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
11711P08/01/04		-596.40	M006 VAN DER ZANDE, ED VOID CHECK		2336	VOID CHECK	-596.40	PRE-PAID
13063	08/06/04	481.68	001 SBC		2024	JUL PHONE LINES	86.38	
					2025	JUL PHONES	395.30	
13064	08/06/04	1,982.06	001019 HOLDSWORTH NORTH AMERICA		2026	WOOL MATERIAL 1886	1,982.06	
13065	08/06/04	825.00	001027 OVERLAND PACIFIC & CUTLER, INC		2027	MB PROF SVCS JUN04	825.00	
13066	08/06/04	1,500.00	001032 ARK PROPERTY MAINTENANCE	7	2028	JUL CUSTODIAL SVCS	1,500.00	
13067	08/06/04	10,518.17	001043 VISION SERVICE PLAN		2029	AUG VISION INSURANCE	10,518.17	
13068	08/06/04	298.76	001063 NEW FLYER INDUSTRIES LIMITED		2030	REV VEH PARTS 6	5.56	
					2113	REV VEH PARTS 293	293.20	
13069	08/06/04	523.10	001315 WASTE MANAGEMENT		2031	JUL MT HERMON/KINGS	41.87	
					2032	JUL KINGS VILLAGE	142.95	
					2033	JUL-SEP LOMOND/HY	37.98	
					2034	JUL-SEP BIG BASIN/HY	37.98	
					2035	JUL-SEP AIRPORT/FREE	262.32	
13070	08/06/04	106,065.91	001316 DEVCO OIL		2036	JUL FUEL	106,065.91	
13071	08/06/04	5,000.00	001365 BORTNICK, ROBERT S. & ASSOC.	7	2037	CALL STOP SURVEY	5,000.00	
13072	08/06/04	967.00	001523 SANTA CRUZ MEDICAL CLINIC	7	2114	JUN MEDICAL EXAMS	967.00	
13073	08/06/04	17,223.53	001616 UNUM		2038	AUG LTD INSURANCE	17,223.53	
13074	08/06/04	77.18	001645 ERIK'S DELICAFE, INC.		2039	LOCAL MEETING EXP	77.18	
13075	08/06/04	34.35	001944 SANTA CRUZ COUNTY LAW LIBRARY		2040	COPIES/LEGAL	34.35	
13076	08/06/04	445.14	001A SBC/MCI		2041	JUL PHONE/IT	91.94	

5-2.1

				2042	JUL PHONE/IT	176.60
				2043	JUL PHONE/IT	176.60
13077	08/06/04	73.50 002063	COSTCO	2044	LOCAL MEETING EXP	12.16
				2045	COFFEE CLUB SUPPLIES	61.34
13078	08/06/04	12.10 002069	A TOOL SHED, INC.	2046	EQUIPMENT RENTAL	12.10
13079	08/06/04	2,000.00 002267	SHAW & YODER, INC.	2047	JUN LEGISLATIVE SVCS	2,000.00
13080	08/06/04	3,750.00 002346	CHANEY, CAROLYN & ASSOC., INC.	2048	AUG LEGISLATIVE SVCS	3,750.00
13081	08/06/04	949.18 002504	TIFCO INDUSTRIES	2049	PARTS & SUPPLIES	949.18
13082	08/06/04	1,887.75 002607	CTC ANALYTICAL SERVICES	2050	OUT REPAIR REV VEH	1,887.75
13083	08/06/04	426.30 002713	SANTA CRUZ AUTO TECH, INC.	2051	OUT REPAIR/#8020	426.30
13084	08/06/04	296.83 007	UNITED PARCEL SERVICE	2052	JUN/JUL FREIGHT OUT	296.83
13085	08/06/04	93.41 009	PACIFIC GAS & ELECTRIC	2053	6/15-7/14 PAUL SWT	82.07
				2054	6/26-7/28 SAKATA	11.34
13086	08/06/04	828.00 017	SUN MICROSYSTEMS, INC.	2055	7/1-9/30 SVCS	828.00
13087	08/06/04	378.69 020	ADT SECURITY SERVICES INC.	2056	AUG ALARMS	378.69
13088	08/06/04	482.88 061	REGISTER PAJARONIAN	2057	DISPLAY AD	482.88
13089	08/06/04	75.96 061A	REGISTER PAJARONIAN	2058	CLASSIFIED AD	75.96
13090	08/06/04	83.35 074	KENVILLE LOCKSMITHS	2059	JUL LOCKS/KEYS	83.35
13091	08/06/04	213.90 107	SAN LORENZO LUMBER	2060	REPAIRS/MAINTENANCE	213.90
13092	08/06/04	2,354.58 110	JESSICA GROCERY STORE, INC.	2061	JUL CUSTODIAN SVCS	2,354.58
13092P	08/05/04	-2,354.58 110	JESSICA GROCERY STORE, INC.	2334	VOID CHECK	-2,354.58 PRE-PAID
			VOID CHECK			
13093	08/06/04	1,762.02 117	GILLIG CORPORATION	2062	REV VEH PARTS	1,762.02
13094	08/06/04	1,871.78 130	CITY OF WATSONVILLE UTILITIES	2063	CONTAINER RODRIGUEZ	1,282.64
				2064	5/4-7/1 RODRIGUEZ	486.27
				2065	5/4-7/1 RODRIGUEZ	60.02
				2066	5/4-7/1 RODRIGUEZ	42.85
13095	08/06/04	874.42 166	HOSE SHOP, THE	2067	REPAIRS/MAINTENANCE	46.08

S-2.2

CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 08/01/04 THRU 08/31/04

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	TRANSACTION COMMENT
					2115	REV VEH PARTS/SUPPLY	828.34	
13096	08/06/04	60.00	271 CARLSON, BRENT D., M.D., INC.	7	2068	JUL DRUG TESTING	60.00	
13097	08/06/04	91.70	282 GRAINGER		2069	WATER DISP/MET	91.70	
13098	08/06/04	242.68	291 STANLEY ACCESS TECHNOLOGIES		2070	REPAIR METRO DOOR	242.68	
13099	08/06/04	1,460.00	351 BEI CORPORATION		2071	SW MAINT (8/1-7/30)	1,460.00	
13100	08/06/04	88.23	372 FEDERAL EXPRESS		2072	JUN/JUL MAILINGS/ADM	88.23	
13101	08/06/04	8,113.33	378 STEWART & STEVENSON		2073	REBUILD TRANSMISSION	8,113.33	
13102	08/06/04	8.51	418 COUNTY OF SANTA CRUZ		2074	CNG FUEL	8.51	
13103	08/06/04	164.00	434 VERIZON WIRELESS-PAGERS		2075	AUG PAGERS	164.00	
13104	08/06/04	252.27	448 UNISOURCE		2076	COPY PAPER/ADM	252.27	
13105	08/06/04	248.00	497B APTA		2116	DBE FY05 ADVERTISMNT	248.00	
13106	08/06/04	237,410.90	502 CA PUBLIC EMPLOYEES'		2077	AUG MEDICAL INS	237,410.90	
13107	08/06/04	540,814.00	588 CALTIP		2078	04/05 LIABILITY INS	458,518.00	
					2079	04/05 PHYS DAMAGE	82,296.00	
13108	08/06/04	1,987.91	647 GFI GENFARE		2080	REV VEH PARTS	1,987.91	
13109	08/06/04	90.35	667 CITY OF SCOTTS VALLEY		2081	5/15-7/15 KINGS VLG	90.35	
13110	08/06/04	70.00	682 WEISS, AMY L.	7	2082	PROF SVCS 7/23	70.00	
13111	08/06/04	9,056.25	683 TRISTAR RISK MANAGEMENT		2083	AUG WC SVC FEE	9,056.25	
13112	08/06/04	849.70	733 CLAREMONT BEHAVIORAL SERVICES		2084	AUG EAP PREMIUM	849.70	
13113	08/06/04	2,593.41	809 IBM CORPORATION		2085	SW MAINT 7/04-6/05	2,593.41	
13114	08/06/04	29.11	848 SANTA CRUZ ELECTRONICS, INC.		2086	COMPUTER SUPPLIES/IT	29.11	
13115	08/06/04	39,160.09	875 PACIFICARE DENTAL		2087	AUG DENTAL	39,160.09	

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13116	08/06/04	5,000.00	897	GAULT STREET SENIOR HOUSING	2088	BUS SHELTER	5,000.00
13117	08/06/04	90.00	898	JAFFEE, DENISE AND	2089	REFUND PT COUPONS	90.00
13118	08/06/04	199,125.62	904	RNL DESIGN	2117	PROF SVCS THRU 5/31	74,696.54
					2118	REIMBRS EXP TO 5/31	2,036.52
					2119	PROF SVCS THRU 6/30	118,740.80
					2120	REIMBRS EXP TO 6/30	3,651.76
13119	08/06/04	2,837.57	909	CLASSIC GRAPHICS	2121	OUT REPAIR REV VEH	2,837.57
13120	08/06/04	1,440.00	914	CALTRONICS BUSINESS SYSTEMS	2122	MAINT COPIERS/FLEET	1,440.00
13121	08/06/04	692.00	950	PARADISE LANDSCAPE	2090	JUL MAINT/PEST CNTRL	692.00
13122	08/06/04	63,797.53	975	TRISTAR RISK MANAGEMENT NO. 2	2091	JUL TRUST ACCOUNT	63,797.53
13123	08/06/04	50.00	B001	AINSWORTH, SHERYL	2101	JUL BOARD MEETING	50.00
13124	08/06/04	50.00	B003	BEAUTZ, JAN	2102	JUL BOARD MEETING	50.00
13125	08/06/04	50.00	B006	HINKLE, MICHELLE	2103	JUL BOARD MEETING	50.00
13126	08/06/04	100.00	B007	KEOGH, MICHAEL	2104	JUL BOARD MEETING	100.00
13127	08/06/04	100.00	B010	NORTON, DENNIS	2105	JUL BOARD MEETING	100.00
13128	08/06/04	100.00	B011	REILLY, EMILY	2106	JUL BOARD MEETING	100.00
13129	08/06/04	100.00	B012	SPENCE, PAT	2109	JUL BOARD MEETING	100.00
13130	08/06/04	100.00	B014	CITY OF WATSONVILLE	2111	JUL BOARD MEETING	100.00
13131	08/06/04	100.00	B015	ROTKIN, MIKE	2107	JUL BOARD MEETING	100.00
13132	08/06/04	50.00	B016	SKILLICORN, DALE	2108	JUL BOARD MEETING	50.00
13133	08/06/04	100.00	B017	STONE, MARK	2110	JUL BOARD MEETING	100.00
13134	08/06/04	3,000.00	E021	HILTNER, THOMAS	2092	MEDICAL EQUIPMENT	3,000.00
13135	08/06/04	34.00	E048	MARTINEZ, MARK	2093	DMV FEES	34.00
13136	08/06/04	58.93	E221	DEAN, RONALD	2094	PARACRUZ MEETING	58.93
13137	08/06/04	10.00	E258	O'HAGIN, JUSTINA	2095	VTT FEES	10.00
13138	08/06/04	10.00	E304	BRIDINGER, CHRIS	2096	VTT FEES	10.00
13139	08/06/04	106.27	E397	GALLAGHER, MARGARET	2097	TAPE DUPLICATION	106.27
13140	08/06/04	10.00	E480	PHILLIPS, THOMAS	2098	VTT FEES	10.00

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CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 08/01/04 THRU 08/31/04

CHECK NUMBER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT AMOUNT
13141	08/06/04	10.00 E515	GARBEZ, MANNY		2099	VTT FEES	10.00
13142	08/06/04	5,000.00 R424	BEAMS, BEVERLY	7	2100	SETTLEMENT CLAIM	5,000.00
13143M	08/13/04	562.00 438	COUNTY OF SANTA CRUZ		2227	FEES PARACRUZ FACLTY	562.00 MANUAL
			FEES PARACRUZ FACLTY				
13143P	08/13/04	-562.00 438	COUNTY OF SANTA CRUZ		2338	VOID CHECK	-562.00 PRE-PAID
			VOID CHECK				
13144	08/20/04	1,077.95 001	SBC		2123	AUG PHONE/IT	595.52
					2124	AUG PHONE LINES	86.51
					2125	AUG PHONES	395.92
13145	08/20/04	46.57 001008	SUNNYVALE FLUID SYSTEM		2228	REV VEH PARTS	46.57
13146	08/20/04	495.00 001040	TERRYBERRY CO., LLC		2126	EMPLOYEE INCENTIVE	495.00
13147	08/20/04	1,609.94 001063	NEW FLYER INDUSTRIES LIMITED		2229	REV VEH PARTS 1500	1,609.94
13148	08/20/04	152.63 001112	BRINKS TROPHY SHOPPE	7	2127	LOCAL MEETING EXP	152.63
13149	08/20/04	786.00 001257	DOMINICAN HOSPITAL OF S C		2128	JUN DRUG TESTING	786.00
13150	08/20/04	3,582.25 001492	EVERGREEN OIL INC.		2129	HAZ WASTE DISPOSAL	290.00
					2130	HAZ WASTE DISPOSAL	3,292.25
13151	08/20/04	939.10 001627	NEW PIG CORPORATION		2131	REPAIRS/MAINT 890	939.10
13152	08/20/04	84.54 001976	SPORTWORKS NORTHWEST, INC.		2132	REV VEH PARTS 80	84.54
13153	08/20/04	2,044.37 001A	SBC/MCI		2133	JUL PHONES	2,044.37
13154	08/20/04	120.98 002063	COSTCO		2134	PHOTO PROCESS/OPS	53.52
					2135	PHOTO PROCESS/OPS	34.68
					2136	PHOTO PROCESS/RISK	32.78

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13155	08/20/04	245.99	002094	TRANSIT CARE, INC.	2137	REV VEH PARTS	245.99
13156	08/20/04	146.71	002161	APPLIED INDUSTRIAL TECH	2138	REPAIRS/MAINTENANCE	146.71
13157	08/20/04	2,550.00	002287	CALIFORNIA SERVICE EMPLOYEES	2139	AUG MEDICAL	2,550.00
13158	08/20/04	26,364.00	002295	FIRST ALARM	2140	JUL SECURITY	26,364.00
13159	08/20/04	778.11	002412	BORDEN DECAL	2141	REV VEH PARTS	778.11
13160	08/20/04	4,501.65	002627	CDW GOVERNMENT, INC.	2230	OFFICE SUPPLIES/IT	3,783.25
					2231	OFFICE SUPPLIES/IT	526.55
					2240	OFFICE SUPPLIES/OPS	191.85
13161	08/20/04	2,500.00	002634	PITNEY BOWES PURCHASE POWER	2142	POSTAGE FOR METER	2,500.00
13162	08/20/04	152.70	002639	NEXTEL COMMUNICATIONS	2143	6/26-7/25 PHONES	152.70
13163	08/20/04	266.49	002643	IOS CAPITAL	2144	7/22-8/21 CANON RENT	266.49
13164	08/20/04	104.50	002689	B & B SMALL ENGINE	2145	REPAIRS/MAINTENANCE	104.50
13165	08/20/04	1,362.01	002713	SANTA CRUZ AUTO TECH, INC.	2146	OUT REPAIR/#8029	1,121.11
					2147	OUT REPAIR/#8027	240.90
13166	08/20/04	353.82	004	NORTH BAY FORD LINC-MERCURY	2148	OUT REPAIR OTHER VEH	353.82
13168	08/20/04	22,448.83	009	PACIFIC GAS & ELECTRIC	2149	7/1-7/30 RODRIGUEZ	1,338.41
					2150	7/1-7/30 HRVY WEST	35.72
					2151	7/1-7/30 GOLF CLUB	128.99
					2152	7/1-7/30 GOLF CLUB	1,912.37
					2153	7/1-7/30 RIVER ST	1,867.07
					2154	7/1-7/30 111 DUB	992.32
					2155	7/1-7/30 111 DUB	309.08
					2156	7/1-7/30 RIVER ST	102.09
					2157	7/1-7/30 370 ENC	2,940.95
					2158	7/1-7/30 370 ENC	53.52
					2159	7/1-7/30 RODRIGUEZ	21.51
					2160	7/8-8/4 PACIFIC	1,007.25
					2161	7/8-8/4 PACIFIC	591.55

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CHECK JOURNAL DETAIL BY CHECK NUMBER

ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 08/01/04 THRU 08/31/04

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	TRANSACTION COMMENT
					2162	7/8-8/4 PACIFIC	120.64	
					2163	7/15-8/13 PAUL SWT	82.57	
					2164	7/13-8/11 KINGS VLG	560.41	
					2165	7/13-8/11 KINGS VLG	14.18	
					2166	7/1-7/30 CNG/E RVR	2,263.83	
					2167	7/6-7/31 CNG/G RVR	7,952.17	
					2168	PM30261420	154.20	
13169	08/20/04	552.07	039 KINKO'S INC.		2169	JUL PRINTING	552.07	
13170	08/20/04	145.85	040 LENZ ARTS, INC.		2170	FRAMES/EMP INC	145.85	
13171	08/20/04	2,333.76	041 MISSION UNIFORM		2171	JUL UNIFORMS/LAUNDRY	2,333.76	
13172	08/20/04	514.58	043 PALACE ART & OFFICE SUPPLY		2232	OFFICE SUPPLIES	514.58	
13173	08/20/04	194.12	061A REGISTER PAJARONIAN		2172	CLASSIFIED AD	194.12	
13174	08/20/04	10,872.30	085 DIXON & SON TIRE, INC.		2173	JUL TIRES/TUBES	10,872.30	
13175	08/20/04	192.90	115 SNAP-ON INDUSTRIAL		2174	EMP TOOL/IMPACT GUN	192.90	
13176	08/20/04	642.36	117 GILLIG CORPORATION		2175	REV VEH PARTS	642.36	
13177	08/20/04	94.64	130 CITY OF WATSONVILLE UTILITIES		2176	7/1-8/5 SAKATA	13.38	
					2177	7/1-8/5 RODRIGUEZ	9.46	
					2178	7/1-8/2 SAKATA	71.80	
13178	08/20/04	1,361.42	135 SANTA CRUZ AUTO PARTS, INC.		2179	REV VEH PARTS/SUPPLY	1,361.42	
13179	08/20/04	219.32	147 ZEE MEDICAL SERVICE		2180	SAFETY SUPPLIES	219.32	
13180	08/20/04	1,287.20	148 ZEP MANUFACTURING COMPANY		2181	CLEANING SUPPLIES	1,287.20	
13181	08/20/04	561.62	149 SANTA CRUZ SENTINEL		2182	JUL ADVERTISING	561.62	

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13182	08/20/04	21.96	166	HOSE SHOP, THE	2183	REPAIRS/MAINTENANCE	21.96
13183	08/20/04	1,962.42	170	TOWNSEND'S AUTO PARTS	2184	REV VEH PARTS/SUPPLY	1,962.42
13184	08/20/04	7.00	172	CENTRAL WELDER'S SUPPLY, INC.	2185	PARTS & SUPPLIES	7.00
13185	08/20/04	104.35	192	ALWAYS UNDER PRESSURE	2186	REPAIRS/MAINT WTRJET	104.35
13186	08/20/04	2,672.94	221	VEHICLE MAINTENANCE PROGRAM	2187	REV VEH PARTS 2673	2,672.94
13187	08/20/04	60.00	271	CARLSON, BRENT D., M.D., INC.	2188	AUG DRUG TESTING	60.00
13188	08/20/04	2,863.56	282	GRAINGER	2189	REPAIRS/MAINTENANCE	92.77
					2190	TORQUE WRENCH/FAC	111.80
					2191	QTY 2 TRUCK BOXES	1,046.34
					2192	CLEANING SUPPLIES	1,527.62
					2193	MOP BUCKET/FLT	85.03
13189	08/20/04	572.23	294	ANDY'S AUTO SUPPLY	2194	REV VEH PARTS/SUPPLY	572.23
13190	08/20/04	100.00	307	SANTA CRUZ CHAMBER OF COMMERCE	2195	DUES 8/04-8/05	100.00
13191	08/20/04	153.00	367	COMMUNITY TELEVISION OF	2196	TV COVERAGE 7/23 MTG	153.00
13192	08/20/04	17,218.95	378	STEWART & STEVENSON	2197	REV VEH PARTS	102.86
					2198	REV VEH PARTS	1,437.37
					2199	REV VEH PARTS	237.80
					2200	REV VEH PARTS	920.80
					2201	REBUILD TRANSMISSION	5,023.26
					2202	REV VEH PARTS	1,884.66
					2233	REBUILD TRANSMISSION	7,612.20
13193	08/20/04	396.57	389	KEN'S AUTO PARTS, INC.	2203	PARTS & SUPPLIES	396.57
13194	08/20/04	1,198.75	406	MESITI-MILLER ENGINEERING, INC 7	2204	PROF SVCS TO 7/25	1,198.75
13195	08/20/04	5,095.00	413	COLUMBIA EQUIPMENT COMPANY INC	2205	BUS SHLTR/MERCY 5095	5,095.00
13196	08/20/04	45.00	440	RUNFOROFFICE.COM 7	2206	JUL-SEP LOBBY REPORT	45.00
13197	08/20/04	2,072.45	480	DIESEL MARINE ELECTRIC, INC.	2207	REV VEH PARTS	2,072.45
13198	08/20/04	321.00	481	PIED PIPER EXTERMINATORS, INC.	2208	JUL PEST CONTROL/	271.00
					2209	CHINA EXPRESS	50.00

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DATE: 08/01/04 THRU 08/31/04

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	CHECK VENDOR	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	TRANSACTION COMMENT
13199	08/20/04	101.55	504	CUMMINS WEST, INC.		2210	REV VEH PARTS	101.55	
13200	08/20/04	191.92	510	ASCOM HASLER LEASING		2211	SEP EQUIP RENTAL	191.92	
13201	08/20/04	60.69	579	LAB SAFETY SUPPLY, INC.		2212	HAZ CHEM GUIDE 52	60.69	
13202	08/20/04	1,190.00	616	BROWN ARMSTRONG		2213	AUDIT SERVICES	1,190.00	
13203	08/20/04	563.00	629	HUGHES & ASSOCIATES	7	2214	INVESTIGATIVE SVCS	563.00	
13204	08/20/04	1,832.19	680	GOVPLACE		2215	DISKEEPER LICENSES	1,832.19	
13205	08/20/04	150.00	708	CALIFORNIA HIGHWAY PATROL		2216	9/7 CIVIL SUBPOENA 2	150.00	
13206	08/20/04	6,642.00	804	ORTHOPAEDIC HOSPITAL	7	2239	JUN PROF/TECH SVCS	6,642.00	
13207	08/20/04	133.20	819	MONEY SYSTEMS TECHNOLOGY, INC.		2217	REV VEH PARTS 129	133.20	
13208	08/20/04	413.01	851	I.M.P.A.C. GOVERNMENT SERVICES		2220	4055019201230722	413.01	
13209	08/20/04	504.00	852	LAW OFFICES OF MARIE F. SANG	7	2218	WORKERS COMP CLAIMS	378.00	
						2219	WORKERS COMP CLAIM	126.00	
13210	08/20/04	207.59	856	ANGI INTERNATIONAL LLC		2221	CNG IDLER BUSHING	207.59	
13211	08/20/04	1,589.24	872	YALE-PACIFIC, INC.		2234	OUT REPAIR FORKLIFTS	1,589.24	
13212	08/20/04	24.00	895	CARSON, DONALD W.		2222	REFUND PT COUPONS	24.00	
13213	08/20/04	289.73	914	CALTRONICS BUSINESS SYSTEMS		2235	OUT REPAIR EQUIP/FLT	12.26	
						2236	TONER/DRUM FAX MACH	277.47	
13214	08/20/04	95.20	933	COUNTRY INN STS FRESNO NORTH		2223	CONFIRM #213H7QN	95.20	
13215	08/20/04	44.00	E007	HARRIS, ANDREW		2224	DMV/VTT FEES	44.00	
13216	08/20/04	34.00	E152	PENA, LEONARDO		2225	DMV FEES	34.00	
13217	08/20/04	30.44	M024	DOBBS, GLENN		2238	MAR MEDICAL PREMIUM	30.44	
13218	08/20/04	250.00	R425	HORTON, KERRY		2226	SETTLEMENT CLAIM	250.00	

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13219M08/24/04	961.00 080	STATE BOARD OF EQUALIZATION	2333	JUL USE TAX PREPAY	961.00 MANUAL
		JUL USE TAX PREPAY			
13220 08/27/04	1,407.05 001119	MACERICH PARTNERSHIP LP	9000147	CAPITOL MALL RENT	1,407.05
13221 08/27/04	31,581.00 002116	HINSHAW, EDWARD & BARBARA	7 9000148	120 DUBOIS RENT	6,435.77
			9000149	370 ENCINAL RENT	25,145.23
13222 08/27/04	10,794.22 002117	IULIANO, NICK	9000150	111 DUBOIS RENT	10,794.22
13223 08/27/04	2,422.21 002610	FREDERICK ELECTRONICS CORP.	9000151	375 ENCINAL RENT	2,422.21
13224 08/27/04	900.00 840	BOUCHARD, BRENT	9000152	VERNON ST RENT	900.00
13225 08/27/04	72.14 M001	HORTON, JOSEPH	9000153	MED INS PREMIUM REIM	72.14
13226 08/27/04	41.14 M002	RACKLEY, EARL	9000154	MED INS PREMIUM REIM	41.14
13227 08/27/04	228.77 M003	WYANT, JUDI	9000155	MED INS PREMIUM REIM	228.77
13228 08/27/04	228.77 M005	ROSS, EMERY	9000156	MED INS PREM REIMB	228.77
13229 08/27/04	596.40 M006	VAN DER ZANDE, ED	9000157	MED INS PREM REIMB	596.40
13230 08/27/04	489.54 M007	BLAIR-ALWARD, GREGORY	9000158	MED INS PREM REIMB	489.54
13231 08/27/04	816.40 M009	FREEMAN, MARY	9000159	MED INS PREM REIMB	816.40
13232 08/27/04	280.84 M010	SHORT, SLOAN	9000160	MED INS PREM REIMB	280.84
13233 08/27/04	41.14 M011	LAWSON, LOIS	9000161	MED INS PREM REIMB	41.14
13234 08/27/04	41.14 M012	ROSE, JACK	9000162	MED INS PREM REIMB	41.14
13235 08/27/04	72.14 M013	JAHNKE, EILEEN	9000163	MED INS PREM REIMB	72.14
13236 08/27/04	41.14 M015	HETH, KATHRYN	9000164	MED INS PREM REIMB	41.14
13237 08/27/04	249.84 M016	HICKLIN, DONALD KENT	9000165	MED INS PREM REIMB	249.84
13238 08/27/04	20.07 M017	PORTILLA, EARLENE	9000166	MED INS PREM REIMB	20.07
13239 08/27/04	72.14 M019	WILLIAMS, ROBERT	9000167	MED INS PREM REIMB	72.14
13240 08/27/04	219.57 M022	CAPELLA, KATHLEEN	9000168	MED INS PREM REIMB	219.57
13241 08/27/04	8.94 M023	CARLSON, WILLIAM	9000169	MED INS PREM REIMB	8.94
13242 08/27/04	30.44 M024	DOBBS, GLENN	9000170	MED INS PREM REIMB	30.44
13243 08/27/04	35.19 M025	ELIA, LARRY	9000171	MED INS PREM REIMB	35.19
13244 08/27/04	30.44 M028	ORTEGA, MANUELA	9000172	MED INS PREM REIMB	30.44

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ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 08/01/04 THRU 08/31/04

CHECK NUMBER	CHECK DATE	CHECK VENDOR AMOUNT	VENDOR NAME	VENDOR TRANS. TYPE NUMBER	TRANSACTION DESCRIPTION	TRANSACTION COMMENT
13245	08/27/04	39.94 M029	REESE, CHARLES	9000173	MED INS PREM REIMB	39.94
13246	08/27/04	11.34 M032	TOWE, JANIE	9000174	MED INS PREM REIMB	11.34
13247M	08/30/04	19 195.08 001075	SOQUEL III ASSOCIATES SEP RENT & DEPOSIT	2343	SEP RENT & DEPOSIT	19 195.08 MANUAL
TOTAL		1 498 143 16	COAST COMMERCIAL BANK		TOTAL CHECKS	187 1 498 143 16

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**Santa Cruz METRO
August 2004 Ridership Report**

FAREBOX REVENUE AND RIDERSHIP SUMMARY BY ROUTE

ROUTE	REVENUE	RIDERSHIP	UC Student	UC Staff Faculty	Day Pass	S/D Riders	W/C	S/D Day Pass	Cabrillo	Bike	Passes/Free Rides
10	\$ 2,774.40	13,310	6,137	3,588	102	57	19	10	15	686	1,844
13	\$ -	-	-	-	-	-	-	-	-	-	-
15	\$ -	-	-	-	-	-	-	-	-	-	-
16	\$ 5,572.19	24,045	11,623	5,583	77	118	29	23	69	1,180	3,317
19	\$ 1,846.76	8,367	3,964	1,933	17	65	7	26	16	438	1,262
2	\$ 2,446.36	4,503	918	386	61	67	7	11	43	131	1,666
3A	\$ 1,142.65	2,373	135	165	28	52	8	28	14	63	1,339
3B	\$ 1,928.78	3,485	190	162	56	69	22	27	26	93	1,913
3N	\$ 110.20	219	19	13	-	16	1	-	1	3	107
3C	\$ 334.89	638	49	28	4	18	6	9	-	21	325
4	\$ 1,371.12	5,372	139	110	26	166	11	52	11	68	3,849
7	\$ 637.19	1,756	24	19	10	63	13	30	12	39	1,255
7N	\$ 1,626.73	2,346	70	60	-	36	7	1	14	105	1,118
9	\$ 63.30	208	8	16	1	6	-	2	-	-	139
12A	\$ -	-	-	-	-	-	-	-	-	-	-
12B	\$ -	-	-	-	-	-	-	-	-	-	-
20	\$ 354.60	1,196	462	270	2	6	1	1	4	42	217
22	\$ -	-	-	-	-	-	-	-	-	-	-
31	\$ 2,376.52	3,579	135	96	33	58	25	30	37	175	1,760
32	\$ 256.07	564	7	11	-	4	15	1	3	28	378
33	\$ -	-	-	-	-	-	-	-	-	-	-
34	\$ -	-	-	-	-	-	-	-	-	-	-
35	\$ 27,319.06	34,261	378	321	388	642	102	244	195	1,746	15,821
36	\$ 246.41	405	1	42	12	14	-	1	2	27	182
40	\$ 1,852.78	1,627	24	46	95	44	1	15	-	174	563
41	\$ 1,031.04	1,304	65	122	22	37	-	3	11	200	433
42	\$ 1,013.58	1,135	38	16	5	29	1	9	3	134	408
52	\$ 305.27	551	1	9	8	56	6	9	3	17	343
53	\$ 652.72	1,040	11	10	12	84	109	22	9	31	579
54	\$ 681.98	1,212	8	19	8	49	13	10	16	60	721
55	\$ 1,604.36	2,996	20	22	32	115	67	32	146	116	1,783
56	\$ 282.56	564	2	4	3	8	1	8	34	26	345
58	\$ -	-	-	-	-	-	-	-	-	-	-
65	\$ 4,745.09	7,253	187	252	79	228	99	73	33	189	3,673
66	\$ 10,076.40	14,253	366	383	163	340	160	94	43	420	6,919
67	\$ 6,038.53	8,714	181	287	116	193	59	63	26	359	4,385
69	\$ 8,022.15	13,569	630	546	129	465	82	86	69	567	7,033
69A	\$ 17,268.52	21,789	414	455	187	743	124	108	45	675	9,386
69N	\$ 2,057.66	2,976	139	81	5	60	10	1	48	180	1,351
69W	\$ 20,048.29	26,916	445	531	202	741	145	123	327	985	12,203
70	\$ 432.14	749	20	11	7	16	8	5	212	26	226
71	\$ 65,124.09	78,075	892	1,257	600	2,685	310	421	1,032	2,738	31,244
72	\$ 7,836.25	7,675	2	26	116	442	20	61	27	137	2,516
73	\$ 6,110.34	6,154	4	16	37	461	28	66	24	44	2,023
75	\$ 9,834.57	9,662	5	6	107	694	27	98	36	155	3,150
78	\$ 117.00	110	1	1	-	7	-	-	-	2	26
79	\$ 1,925.88	2,281	3	6	26	219	33	46	7	46	980
91	\$ 5,661.43	6,609	35	122	94	116	22	33	188	420	2,451
Unknown	\$ 58.92	953	-	898	1	1	-	-	-	-	2
TOTAL	\$223,188.78	324,794	27,752	17,929	2,871	9,290	1,598	1,882	2,801	12,546	129,235

ROUTE	REVENUE	RIDERSHIP	VTA/SC Day Pass	CalTrain	17 Day Pass	S/D Riders	W/C	METRO	ECO Pass	Bike	Monthly Pass
17	\$ 27,448.53	15,579	53	122	198	976	32	4,034	210	1,047	8,137

RIDERSHIP	
Night Owl	-
Beach Shuttle	4,144
TOTAL	4,144

August Ridership	344,517
August Revenue	\$ 250,637.31

BUS OPERATOR LIFT TEST *PULL-OUT*

VEHICLE CATEGORY	TOTAL BUSES	AVG # DEAD IN GARAGE	AVG #AVAIL. FOR SERVICE	AVG # IN SERVICE	AVG # SPARE BUSES	AVG # LIFTS OPERATING	% LIFTS WORKING ON PULL-OUT BUSES
FLYER/HIGHWAY 17 - 40'	7	0	7	1	6	1	100%
FLYER/LOW FLOOR - 40'	12	1	11	5	6	5	100%
FLYER/LOW FLOOR - 35'	18	3	15	12	3	12	100%
FLYER/HIGH FLOOR - 35'	15	1	14	5	9	5	100%
GILLIG/SAMTRANS - 40'	10	2	8	8	0	8	100%
DIESEL CONVERSION - 35'	15	3	12	12	0	12	100%
DIESEL CONVERSION - 40'	14	4	10	9	1	9	100%
ORION/HIGHWAY 17 - 40'	11	1	10	8	2	8	100%
CHAMPION	4	1	3	0	3	0	100%
TROLLEY	1	0	1	1	0	1	100%
CNG NEW FLYER - 40'	8	1	7	5	2	5	100%

5-3.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF AUGUST 2004

BUS #	DATE	DAY	REASON
3810LF 3807LF	10-Aug 29-Aug	TUESDAY SUNDAY	amp does not stow except manually bus still moved forward with front door open & kneel down

- F New Flyer
- G Gillig
- C Champion
- LF Low Floor Flyer
- GM GMC
- CG CNG
- CN SR855 & SR854
- OR Orion/Hwy 17

Note: Lift operating problems that cause delays of less than 30 minutes.

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Service Interruption Summary Report
Lift Problems
08/01/2004 to 08/31/2004

AM Peak Hour/Mile	Midday Hour/Mile	PM Peak Hour/Mile	Other Hour/Mile	Weekday Hour/Mile	Saturday Hour/Mile	Sunday Hour/Mile
00:00/0	00:00/00.00	00:00/00.00	0:00	00:00/00.00	00:00/0	00:00/0

5-3.4

GOVERNMENT TORT CLAIM

RECOMMENDED ACTION

TO: Board of Directors

FROM: District Counsel

RE: Claim of: Saavedra, Jose Received: 8/3 1/04 Claim #: 04-0016
Date of Incident: 7/15/04 Occurrence Report No.: SC 07-04-09

In regard to the above-referenced Claim, this is to recommend that the Board of Directors take the following action:

- 1. Reject the claim entirely.
- 2. Deny the application to file a late claim.
- 3. Grant the application to file a late claim.
- 4. Reject the claim as untimely filed.
- 5. Reject the claim as insufficient.
- 6. Allow the claim in full.
- 7. Allow the claim in part, in the amount of \$_____ and reject the balance.

By Margaret Gallagher
Margaret Gallagher er
DISTRICT COUNSEL

Date: 8/02/04

I, Cindi Thomas, do hereby attest that the above Claim was duly presented to and the recommendations were approved by the Santa Cruz Metropolitan Transit District's Board of Directors at the meeting of.

By _____
Cindi Thomas
RECORDING SECRETARY

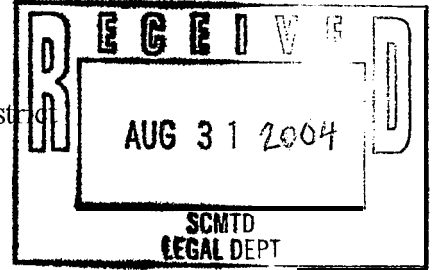
Date: _____

MG/mm
Attachment(s)

CLAIM AGAINST THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

(Pursuant to Section 91 et Seq., Government Code)

Claim # 04-0016



TO: BOARD OF DIRECTORS, Santa Cruz Metropolitan Transit District

ATTN: Secretary to the Board of Directors
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

1. Claimant's Name: Jose Saavedra

Claimant's Address/Post Office Box: 150-B-quiet meadow DRIVE
WATSONVILLE, CALIF 95076

Claimant's Phone Number: 831-729-6197

2. Address to which notices are to be sent: SAME AS ABOVE

3. Occurrence: accident inside the BUS/TIRE IN THE BACK OF THE
BBUS-OUT CAUSING AN ACCIDENT

Date: Times/04 1: PM Place: HWY 1

Circumstances of occurrence or transaction giving rise to claim: THE BUS
EXPRESS W68 OR W69 WAS DRIVING SOUTH
ON HWY 1 FROM SANTA CRUZ TO WATSONVILLE
WHEN ACCIDENT OCCURED DURING ACCIDENT
LEFT LOWER BACK WAS INJURED-I WAS TAKEN TO Watsonville Hos

4. General description of indebtedness, obligation, injury, damage, or loss incurred so far as is known: AMBULANCE BHO- BILL FROM WATSONVILLE COM- spital
PAIN AND SUFFERING AND MY LOWER BACK INJURY
LOSS OF TIME AND WAGES FROM WORK DO TO
THE ACCIDENT

5. Name or names of public employees or employees causing injury, damage, or loss, if known: I DON'T KNOW THE DRIVER OF THE BUS BUT IT
WAS THE EXPRESS 68W OR 69W FROM SANTA CRUZ TO WATSONVILLE

6. Amount claimed now \$ ~~6,000.00~~ 6,000.00
Estimated amount of future loss, if known \$ 15,000.00
TOTAL \$ 21,000.00

7. Basis of above computations: IMMEDIATE MEDICAL BILL'S
FUTURE MEDICAL BILL'S BECAUSE OF BACK INJURY TO SPINE
LOSS OF WAGES / FROM WORK AND FUTURE PAIN AND SUFFERING

Jose Saavedra
CLAIMANT'S SIGNATURE (or Company
Representative or Parent of Minor Claimant)

9/5/04
DATE

Note: Claim must be presented to the Secretary to the Board of Directors, Santa Cruz Metropolitan Transit District

REVISED



Agenda Metro Advisory Committee

6:00 pm
September 22, 2004
920 Pacific Avenue
Santa Cruz, California

- I. Roll Call
- II. Agenda Additions/ Deletions
- III. Oral/Written Communication
 - a. Gary Harrold RE: Thank you card
 - b. Margaret Gallagher, District Counsel RE: MAC appointee removal
- IV. Consideration of Minutes of August 18, 2004 MAC Meeting
- V. Election of MAC Vice Chair
- VI. Consideration of Recommendation Regarding Process for Board Removal of Advisory Committee Members
- VII. Discussion of Bikes on Buses Accessibility
- VIII. Consideration of Actions Taken by the California Transportation Commission on August 5, 2004 and the Impact on MetroBase Funding.
- IX. Discussion of State of California General Fund Debt to Transportation Fund.
- X. Receive Information Regarding Comparability of METRO Labor Costs to Other Bay Area Transit Systems.
- XI. Review and Discussion of the State Transportation Improvement Program (STIP) 2004/2009 and the SCCRTC Expenditure Plan being submitted to the Voters.

REVISED

- XII. Consideration of Board Rules of Order
- XIII. Consideration of Measure J for the November Election
- XIV. Discussion of Surfboards on Buses
- XV. Communications to METRO General Manager
- XVI. Communications to METRO Board of Directors
- XVII. Items for Next Meeting Agenda
- XVIII. Adjournment

Next Meeting: Wednesday October 20, 2004 @ 6:00 pm
Santa Cruz Metro Center Conference Room
Santa Cruz Metro Center

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- METRO Advisory Committee (MAC)

July 21, 2004

A Regular Meeting of the METRO Advisory Committee (MAC) met on Wednesday, July 21, 2004 at the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz, CA.

At 6:10 p.m. METRO General Manager, Les White, announced that since MAC Chair Kanoa Dynek was absent and there was a quorum, the committee could select a temporary Chair for today's meeting.

ACTION: MOTION: JEFF LE BLANC SECOND: NORM HAGEN

MAC ELECTS PAUL MARCELIN-SAMPSON TO ACT AS TEMPORARY CHAIR FOR TODAY'S MAC MEETING

Motion passed unanimously with Kanoa Dynek, Matthew Melzer and Stuart Rosenstein being absent.

1. ROLL CALL:

MEMBERS PRESENT

Dan Alper
Norm Hagen
Jeff Le Blanc
Paul Marcelin-Sampson
James Sheldon
Lesley Wright
Robert Yount

MEMBERS ABSENT

Kanoa Dynek, Chair
Matthew Melzer
Stuart Rosenstein

VISITORS PRESENT

None

STAFF PRESENT

Bryant Baehr, Operations Manager
Les White, General Manager

2. AGENDA ADDITIONS/DELETIONS

None.

3. ORAL/WRITTEN COMMUNICATIONS

Oral: Les White reported that Stuart Rosenstein had contacted Staff to say he would be absent from today's meeting.

Written: Norm Hagen distributed 2 handouts, which are attached as part of these minutes. The first one, dated 7/19/04, announcing his resignation from the Paratransit Coordination Task

5-5.3

Force; and the second, dated 7/21/04 rescinding his verbal resignation from MAC at the June 16, 2004 MAC meeting.

Oral: Robert Yount announced that he would like MAC to follow the same procedures for conducting MAC meetings that the METRO's Board of Directors use for Board meetings. Temporary Chair, Paul Marcelin-Sampson, suggested this be addressed under Item #1 1 on today's agenda.

Oral: Paul Marcelin-Sampson reported that Stuart Rosenstein had joined himself and the Metro Riders Union at the Watsonville Transit Center (WTC) on June 17, 2004 handing out fliers announcing the Service Reductions Public Hearings that were held in Watsonville. Paul added that James Sheldon offered to participate in future Riders Union outreach activities.

4. CONSIDERATION OF MINUTES OF JUNE 16, 2004 MAC MEETING

Norm Hagen proposed deleting the reference to his resignation on Page 5 of the June 16, 2004 MAC minutes because he had not intended to resign and had spoken to Director Tavantzis, who appointed him to MAC, and rescinded his resignation the next day. (Refer to Mr. Hagen's letter, attached to these minutes).

The committee discussed different ways to go about this and agreed that the minutes should reflect accurately what happened to preserve their integrity. James Sheldon suggested adding a footnote to the June 16th minutes explaining that Mr. Hagen rescinded his resignation the next day. The file copy of these minutes were changed to reflect the following: *On June 17, 2004, Norm Hagen rescinded his resignation from MAC was added at the bottom of page 5.

ACTION: MOTION: JAMES SHELDON SECOND: ROBERT YOUNT

ACCEPT AND FILE MINUTES OF THE JUNE 16, 2004 MAC MEETING AS AMENDED.

Motion passed with Norm Hagen abstaining and Kanoa Dynek, Matthew Melzer and Stuart Rosenstein being absent.

5. CONSIDERATION OF RECOMMENDATION REGARDING THE DEVELOPMENT OF A PROCESS FOR BOARD REMOVAL OF ADVISORY COMMITTEE MEMBERS

Les White explained that the Bonnie Morr, Chair of the UTU Committee of Adjustment had requested that the Board address this issue. Currently, the only way to remove a MAC member is due to absences.

The Committee expressed that this request is inappropriate and stems from the Committee of Adjustment's belief that some of MAC's views may be inconsistent with UTU's views. Discussion turned to the fact that MAC members were appointed by the Board and need the ability to express themselves, and it is expected that their views will not always be consistent with the Board's, METRO's, UTU's, etc.

ACTION: MOTION: PAUL MARCELIN-SAMPSON SECOND: JEFF LE BLANC

5.54

MAC RECOMMENDS THAT THE BOARD OF DIRECTORS REFRAIN FROM DEVELOPING OR IMPLEMENTING A PROCESS FOR THE REMOVAL OF BOARD APPOINTEES TO BOARDS AND COMMITTEES FOR REASONS OTHER THAN ABSENCE

Motion passed with Kanoa Dynek, Matthew Melzer and Stuart Rosenstein being absent.

6. CONSIDERATION OF LETTER REGARDING UNMET TRANSIT NEEDS

Les White explained that part of METRO's funding comes from a ¼ cent sales tax which is collected by the State and allocated to the Santa Cruz County Regional Transportation Commission (SCCRTC). The SCCRTC receives these funds pursuant to the Transportation Development Act (TDA). One of the requirements of the TDA is that the SCCRTC make an annual finding with respect to unmet transit needs.

The Board will hold a Public Hearing at the Board meeting on Friday, July 23, 2004 to consider what unmet fixed route and ParaCruz needs should be transmitted to the SCCRTC for inclusion in the unmet needs finding.

After discussion, the following motion was made adding several unique additional items to the list, in no particular order, and not duplicating those items already on or being added to the list by other committees:

ACTION: MOTION: NORM HAGEN SECOND: LESLEY WRIGHT

MAC RECOMMENDS THAT THE BOARD OF DIRECTORS INCLUDE THE FOLLOWING ADDITIONS TO THE LIST OF UNMET TRANSIT NEEDS TO BE SUBMITTED TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR CONSIDERATION.

- Improved frequencies and wider span of service on the Highway 17/Amtrak service.
- Implementation of 30-minute peak hour frequencies or better on all collector and arterial routes.
- Better connection of UCSC main campus to Long Marine Lab and Westside offices (old Texas Instruments Bldg).
- Service to new Watsonville High School.
- Service from Santa Cruz County to Los Gatos.
- Implementation of Improved East/West Express service to UCSC and Cabrillo College.
- Express service from the San Lorenzo Valley to UCSC and Cabrillo College.
- Direct bi-directional service in the Watsonville service area.
- "Bona Fide" express service connecting the four transit centers in Santa Cruz County together.
- Direct service between Santa Cruz and Monterey.
- Service to Independence Square in Watsonville.
- Service to the Santa Cruz County Fairgrounds in Watsonville.

- **Service from the UC Inn to UCSC.**
- **Expanded evening and late night service on major fixed routes to improve service accessibility.**
- **Expanded service to UCSC to eliminate “pass-bys”.**
- **Expand bicycle capacity and access on the fixed route system.**
- **Reduce the cash fare while preserving the pass charges so that the average fare using a pass is a higher percentage of the cash fare than currently exists.**
- **Establish a means tested low income fare.**

Motion passed with Kanoa Dynek, Matthew Melzer and Stuart Rosenstein being absent.

ITEM #8 WAS TAKEN OUT OF ORDER AT THIS TIME

8. CONSIDERATION OF TRANSMITTING A LETTER OF SUPPORT FOR METROBASE FUNDING TO THE CALIFORNIA TRANSPORTATION COMMISSION.

Les White reported that the California Transportation Commission (CTC) received the Staff Recommendations for the funding of projects for the State Transportation Improvement Program (STIP) for the time period 2005/2009. The Santa Cruz County Regional Transportation Commission (SCCRTC) included a reprogramming of \$7.8 million of previously programmed funds for the MetroBase Project.

The CTC will consider the 2005/2009 STIP Projects in August 2004. In anticipation of that meeting, METRO and the SCCRTC are soliciting Members of the Legislature, organizations, and committees to write letters to the CTC supporting the restoration of the MetroBase funding by the July 23, 2004 deadline.

Staff recommends that MAC authorize the Chair of MAC to submit a MetroBase funding support letter to the CTC.

ACTION: MOTION: JEFF LE BLANC SECOND: DAN ALPER

MAC AUTHORIZES THE MAC CHAIR TO SUBMIT A METROBASE FUNDING SUPPORT LETTER TO THE CALIFORNIA TRANSPORTATION COMMISSION, MAKING A SPECIAL ALLOWANCE TO ALLOW PAUL MARCELIN-SAMPSON TO SIGN THE LETTER AS ACTING CHAIR.

Staff will insert a brief statement in the letter explaining what MAC is.

Motion passed with Kanoa Dynek, Matthew Melzer and Stuart Rosenstein being absent.

7. REVIEW OF TRANSITION OF PARACRUZ OPERATIONS

Bryant Baehr reported that the Board had authorized Staff to bring ParaCruz service in-house effective November 1, 2004. Staff is currently looking for property to lease for a ParaCruz facility, which is not part of the current MetroBase project.

The District owns 29 ParaCruz vehicles, with 3 more on the way. Mr. Baehr explained that at least 29 support staff is needed. Current Lift Line employees will be considered first, then those

5-5.6

that have been laid off before hiring from the outside. The District is currently recruiting internally for the ParaCruz Superintendent and the Route Scheduling Coordinator.

Mr. Baehr reported that there will be outreach to customers and other providers including a personal letter from Steve Paulson, a progress report, and new phone number stickers. Paul Marcelin-Sampson suggested magnets.

Bryant said he could give a status report on this item each month going forward.

9. COMMUNICATIONS TO METRO GENERAL MANAGER

Les White urged future communications from MAC be more in line with the big picture, rather than the details.

10. COMMUNICATIONS TO MERTRO BOARD OF DIRECTORS

ACTION: MOTION: JEFF LE BLANC SECOND: DAN ALPER

MAC RECOMMENDS THAT THE MEMBERS OF THE BOARD OF DIRECTORS WHO ALSO SERVE ON THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION (SCRTC) TAKE A LEADERSHIP ROLE IN FINDING FUNDING FOR THE \$7.8 MILLION COMMITTED TO THE METROBASE PROJECT IN THE REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) WHICH HAS NOT BEEN RECOMMENDED FOR APPROVAL BY THE STAFF OF THE CALIFORNIA TRANSPORTATION COMMISSION (CTC).

Motion passed with Kanoa Dynek, Matthew Melzer and Stuart Rosenstein being absent.

11. ITEMS FOR NEXT MEETING AGENDA

- Procedure to conduct MAC meetings
- Recommend a permanent replacement MAC representative for the Paratransit Coordination Task Force (PCTF).

Lesley Wright volunteered to attend the August PCTF meeting as a temporary MAC representative.

THE FOLLOWING MOTION WAS ADDED TO ITEM #10

10. COMMUNICATIONS TO MERTRO BOARD OF DIRECTORS

ACTION: MOTION: NORM HAGEN SECOND: JAMES SHELDON

MAC RECOMMENDS THAT THE BOARD APPOINT LESLEY WRIGHT AS TEMPORARY MAC REPRESENTATIVE TO ATTEND THE AUGUST 2004 PARATRANSIT COORDINATION TASK FORCE MEETING.

Motion passed with Kanoa Dynek, Matthew Melzer and Stuart Rosenstein being absent.

CHAIR RETURNED TO ITEM #11

11. ITEMS FOR NEXT MEETING AGENDA

- Discussion of Macro Issues
- General Fund Bailout
- METRO Labor Costs

ADJOURN

There being no further business, Acting Chair Paul Marcelin-Sampson adjourned the meeting at 8:00 p.m.

Respectfully submitted,



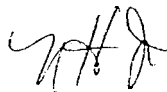
Cindi Thomas
Administrative Secretary

07-19-04

Metropolitan Advisory Committee
ParaCruz Advisory Taskforce
Santa Cruz Metropolitan Transit District

I find it necessary to withdraw from this Taskforce due to the length of its time – three hours – and the particular day, Wednesday, the same day on which the MAC meeting is held. My health cannot endure the 8-9 hours, counting bus trips from Watsonville, for these meetings. Therefore, I will no longer be attending the task force meetings, and MAC will have to select a replacement for me, however I will maintain my appointment to MAC by Ms. Tavantsis.

Sincerely



Norm Hagen Jr.

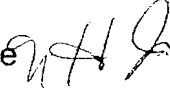
5-5.9

07-21-04

To: MAC Members

Deletion of minutes of 06-16 minutes pg. 5 line 6 "gave his verbal resignation"
Insofar as I spoke first to Ms Tavantzsis, who appointed me, the next morning,
and rescinded the resignation. I also spoke with together with Paul Marcelin-
Sampson, Stuart Rosenstein, and Ian McFadden and our Vice-Chair that day
saying that I really did not want to resign but rather spoke inappropriately due to
an exhausting 8-9 hour long day. * Refer to reason

*Resignation from Task Force

A handwritten signature in black ink, appearing to be 'W.H.S.', written over the text '*Resignation from Task Force'.

5-5.10



AGENDA

Metro Accessible Services Transit Forum (MASTF) *

(*An official Advisory group to the Metro Board of Directors and the ADA Paratransit Program)

**Thursday , September 16, 2004 2:00-4:30 p.m.
The NIAC Building in the Training Center
333 Front Street, Santa Cruz, CA.**

ELIGIBLE VOTING MEMBERS FOR THIS MEETING Sharon Barbour, Scott Bugental, Ted Chatterton, Connie Day, Shelley Day, Jeff LeBlanc, Elizabeth Miller, Thom Onan, and Bob Yount

Public participation in MASTF meeting discussions is encouraged and greatly appreciated.

I. Call to Order and Introductions

II. Approval of the August 19, 2004 MASTF Minutes

III. Oral Communication and Correspondence

MASTF will receive oral and written communications during this time on items NOT on this meeting agenda. Topics

presented must be within the jurisdiction of MASTF. Presentations may be limited in time at the discretion of the Chair. MASTF members will not take action or respond immediately to any presentation, but may choose to follow up at a later time.

IV. Amendments to this Agenda

V. Ongoing Business

- a. Vote on proposed By-Laws Change (2/3 majority needed to pass) "Credit for attendance at MASTF meetings shall be given to both the individual and the organization when the person attending the MASTF meeting is a representative of an Affiliate Organization and also an individual MASTF members in his/her own right."
- b. MASTF Membership Recruitment
- c. MASTF Finances and Fund Raising
- d. Paratransit Issues
- e. Status of METRO No Smoking Policy

VI. New Business

- a. Bikes on buses/straps

MASTF COMMITTEE REPORTS

- b. Reports from MASTF/Board liaisons.
- c. Bus Stop Improvement Committee Report (Jeff LeBlanc)
 - i. Bus Stop Advisory Committee (BSAC) Report
- d. Bus Service Committee Report (Connie Day)
 - i. MAC report
 - ii. Service Planning and Review Report
 1. Introduction of new Paratransit staff
 2. Discussion of Paratransit and Metro
- e. Training and Procedures Committee Report

- f. The Paratransit Services Committee Report
 - i. Santa Cruz County Commission on Disabilities Report
- g. Elderly and Disabled Transportation Advisory Committee (E&D TAC) Report (Bob Yount)

OTHER REPORTS

- h. Paratransit Report
- i. CCCIL ADA Paratransit Transportation Advocacy (Thom Onan)
- j. UTU Report
- k. SEIU/SEA Report

VII. Next Month's Agenda Items

VIII. Adjournment

Note: This meeting is held at a location that is accessible to persons using wheelchairs. If you have questions, or want additional information about MASTF, please contact Sharon Barbour by phone at (831) 338-6647, visit the MASTF web site at www.mastf.org or address email to chair@MASTF.Org



**MASTF Minutes
19 August 2004**

Metro Accessible Services Transit Forum (MASTF)*
(*An official Advisory group to the Metro Board of Directors and
the ADA Paratransit Program)

The Metro Accessible Services Transit Forum met in the Training
Room of the NIAC Building, 333 Front Street, Santa Cruz, CA.

MASTF MEMBERS PRESENT: Sharon Barbour, Connie Day,
Shelley Day, Jeff LeBlanc, Elizabeth Miller, Thom Onan, and Bob
Yount

METRO STAFF PRESENT: Bryant Baehr

BOARD MEMBERS PRESENT: None

MASTF MOTIONS RELATED TO THE METRO BOARD OF
DIRECTORS: None

MASTF MOTIONS RELATED TO THE METRO MANAGEMENT:

None

MASTF MOTIONS Passed:

- 1) Accept July 15, 2004 Minutes
- 2) Approval By-law changes regarding Affiliate Organizations

3) Approval of proposed language for By-laws change

- I. I. Call to Order and Introductions: The meeting opened at 2:03 PM.
- II. Approval of the July 15, 2004 MASTF Minutes (C. Day/LeBlanc) Passes Unanimously
- II. Oral Communication and Correspondence
- III. Amendments to this Agenda:
- IV. Ongoing Business
 - a. Motion to accept proposed By-Laws changes
 - i. Affiliate organizations membership
 - ii. Attendance and Voting eligibility
 - iii. Agenda(LeBlanc/Onan) Passes unanimously
 - b. Motion to accept proposed language for by-laws change to be voted on in September: (2/3 majority needed to pass) "Credit for attendance at MASTF meetings shall be given to both the individual and the organization when the person attending the MASTF meeting is a representative of an Affiliate Organization and also an individual MASTF members in his/her own right." (LeBlanc/Onan) Passes unanimously.
 - c. Motion to accept proposed Affiliate Organization membership application form (C. Day/Yount) Passes unanimously.
 - d. MASTF Membership Recruitment – Discussion and consensus to accept flyers, brochures, and card as developed by chair.
 - e. MASTF Finances and Fund Raising – not discussed
 - f. Paratransit Issues – Discussion, no motion made
 - g. Status of METRO No Smoking Policy

- i. Discussion – Bob Yount will give a presentation about smoking to the management of the Capitola Mall.

IX. New Business - none

MASTF COMMITTEE REPORTS

- a. Reports from MASTF/Board liaisons: None
- b. Training and Procedures Committee Report: None
- c. Bus Service Committee Report (Connie Day):
 - i. MAC report: Report given - Issues about bikes on bus
 - ii. Service Planning and Review Report: None
- d. Bus Stop Improvement Committee Report (Jeff LeBlanc)
 - i. Bus Stop Advisory Committee (BSAC) Report: Report given
- e. Elderly and Disabled Transportation Advisory Committee (E&D TAC) Report (Bob Yount): Report given

OTHER REPORTS

- f. Paratransit Report: None
- g. CCCIL Transportation Advocacy (Thom Onan): Nothing to report
- h. UTU Report: None
- i. SEIU/SEA Report: None

X. Next Month's Agenda Items

- a. Bikes on bus/straps
- b. New people involved in Paratransit will be introduced at MASTF meeting
- c. In depth discussion of Paratransit

XI. Adjournment: Chair Barbour adjourned the meeting at 3:40 p.m.

Respectfully Submitted by Elizabeth Miller

NOTE: SANTA CRUZ METRO TRANSIT DISTRICT BOARD OF DIRECTORS MEETING IS:

Second Friday of the month at 9:00 AM in the S.C.M.T.D. Administrative Offices, 370 Encinal Street, Santa Cruz, CA.
Fourth Friday of the month at 9:00 AM at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 24, 2004

TO: Board of Directors

FROM: Steve Paulson, Paratransit Administrator

SUBJECT: METRO PARACRUZ PROGRAM STATUS MONTHLY UPDATE

I. RECOMMENDED ACTION

This report is for information only- no action requested

II. SUMMARY OF ISSUES

- The Board receives monthly reports on the status of the federally mandated ADA complementary paratransit program
- Operating Statistics reported are for the month of June 2004
- Cost reflects hourly rate increased by 4% over previous fiscal year.
- Revenue and subsidy figures reflect impact of July 2003 fare increase.
- Eligibility/certification statistics reported are through August 31, 2004

III. DISCUSSION

Operating Statistics for June 2004

	This June	Last June	% Change	FY04	Last FY03	% Change
Cost	\$165,992.02	\$170,618.48	-2.71%	\$2,394,965.10	\$2,565,293.28	-6.64%
Revenue	\$21,657*	\$16,032*	+35.09 %	\$270,729*	\$206,876	+30.87 %
Subsidy	\$144,335.02	\$154,586.48	-6.63%	\$2,124,236.10	\$2,358,417.28	-9.93 %
Rides performed	7301	8196	-10.92 %	91,704	105,989	-13.48 %
Cost/ Ride	\$22.74	\$20.82	9.21%	\$26.12	\$24.20	+7.90%
Productivity	1.90 rides per hour	1.96 rides per hour		2.01 rides per hour	1.94 rides per hour	

* Revenue does not equal \$3.00/ride because no revenue is generated by rides to and from certification interviews and appeals.

5-7.1

Performance Measures

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	FYTD
Rides	7,887	7,402	7,157	8,709	7,471	7,168	6,983	6,787	8,280	7,938	7,621	7,301	91,704
late pick ups (more than 20 minutes)	452	379	537	878	498	388	297	324	487	436	403	288	5,367
% late	5.73%	5.12%	7.58%	10.08%	6.67%	5.41%	4.25%	4.77%	5.88%	5.49%	5.29%	3.94%	5.85%
Picked up too early (more than 10 minutes)	252	271	327	164	134	132	92	75	65	93	61	101	1,767
Total rides not "on time"	704	650	864	1,042	632	520	389	399	552	529	464	389	7,134
% "on time"	91.1%	91.2%	92.4%	88.0%	91.5%	92.7%	94.4%	94.1%	93.33%	93.34%	93.91%	94.67%	92.22%
missed trips	2	5	5	9	0	2	3	3	3	4	1	1	38
Excessively late scheduled (more than 60 minutes)	14	4	15	38	9	12	8	3	10	9	9	5	136
Excessively late will call (more than 100 minutes)	4	3	11	14	5		13	4	10	3	5	8	71
total violation w/ \$50 penalty	20	12	31	61	14	15	14	10	23	16	15	14	245
Total violation w/\$100 penalty	0	0	0	0	0	9	0	9	12	0	0	0	30
Liquidated damages	\$1,000	\$600	\$1,500	\$3,050	\$700	\$1,650	\$700	\$1,400	\$2,351	\$800	\$750	\$700	\$15,250

Eligibility Certification/ Recertification

The initial recertification process has been completed. There are no eligibility appeals pending.

During the month of August 2004, there was a net increase of 45 riders eligible for service.

IV. FINANCIAL CONSIDERATIONS

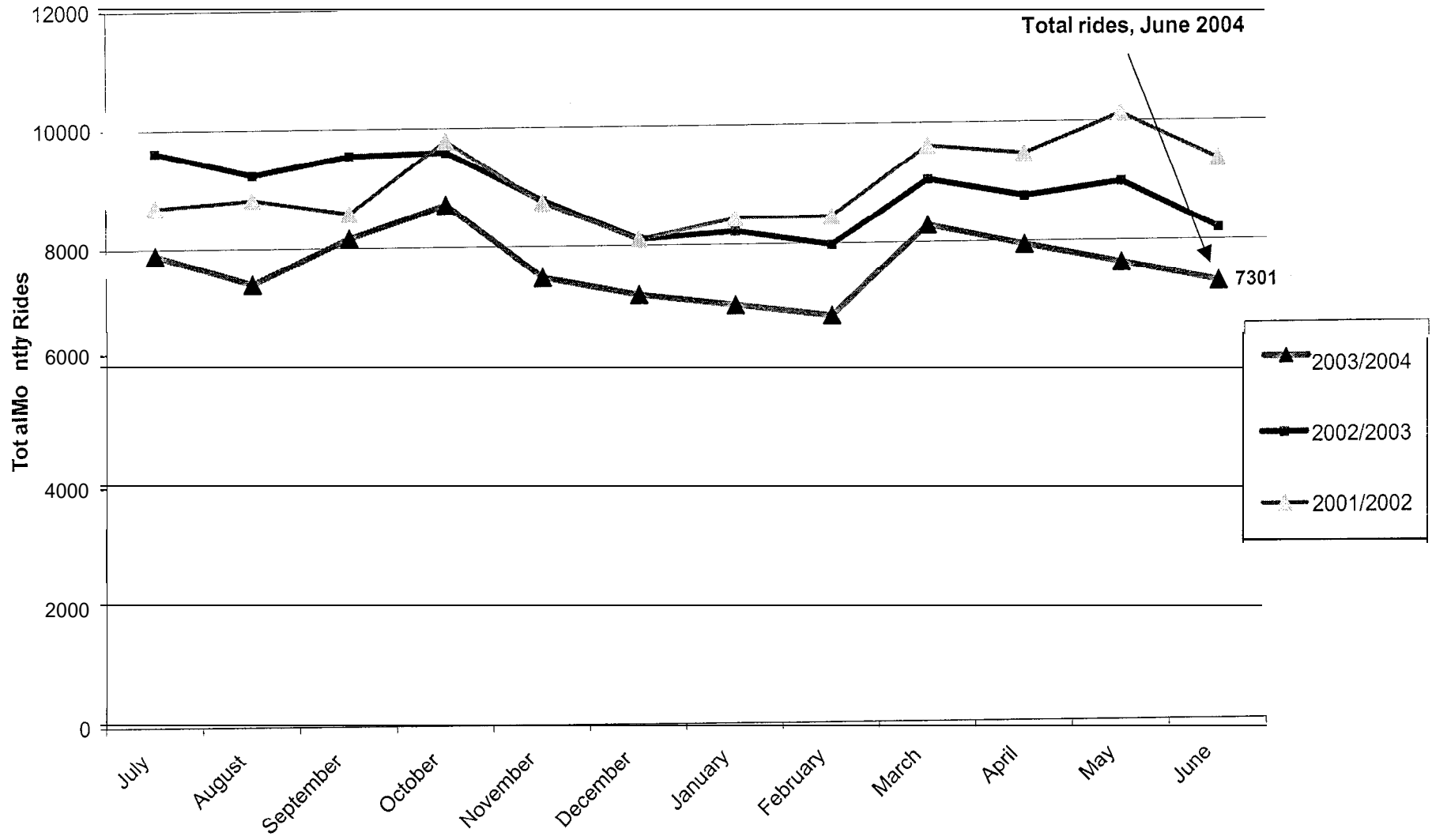
none

V. ATTACHMENTS

- Attachment A:** METRO ParaCruz Rides by Month
- Attachment B:** METRO ParaCruz Cost by Month
- Attachment C:** Recertification and New Applicant Eligibility Determinations
- Attachment D:** METRO ParaCruz Registrants by Month

5-7.2

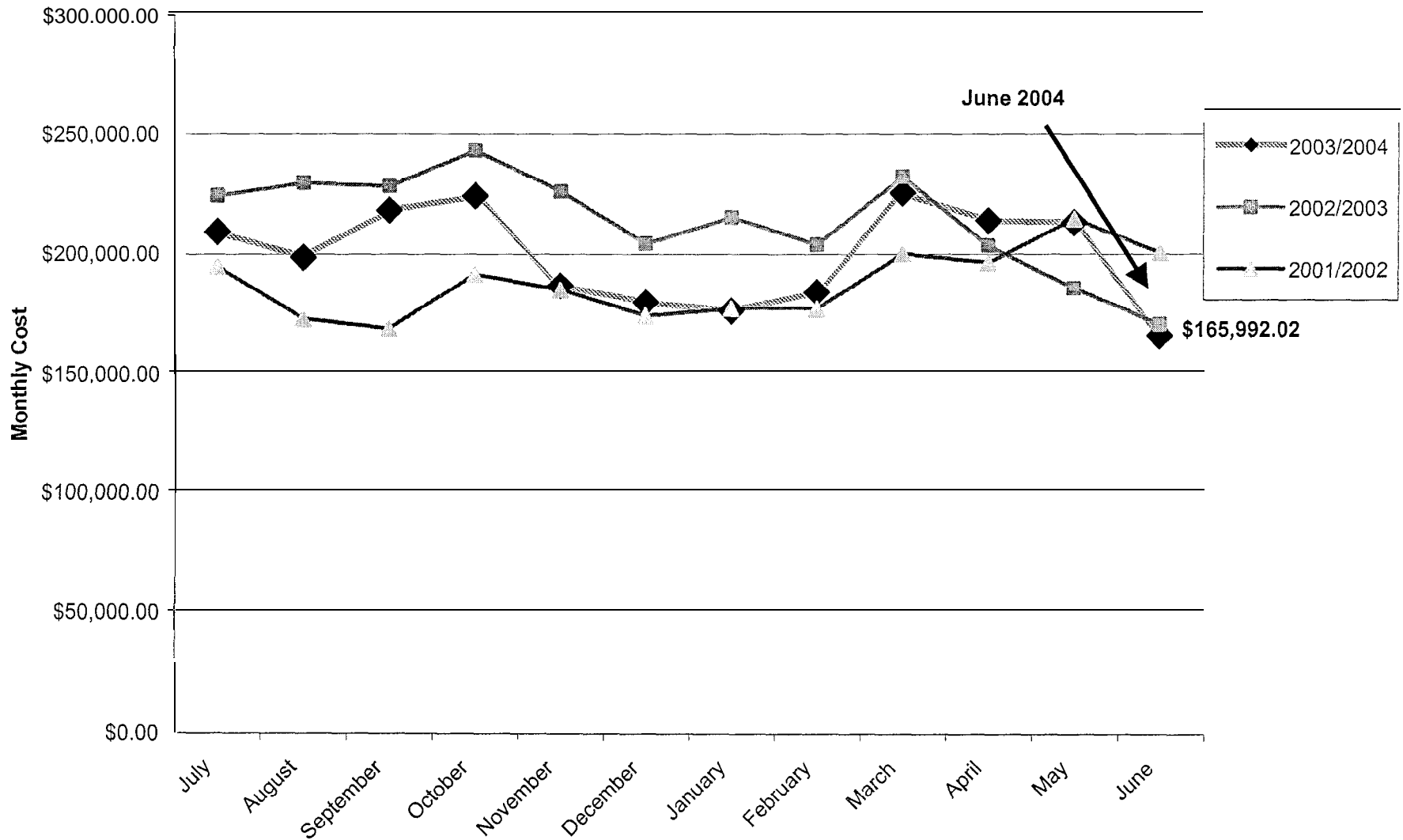
METRO ParaCruz Rides by Month



5-7.a1

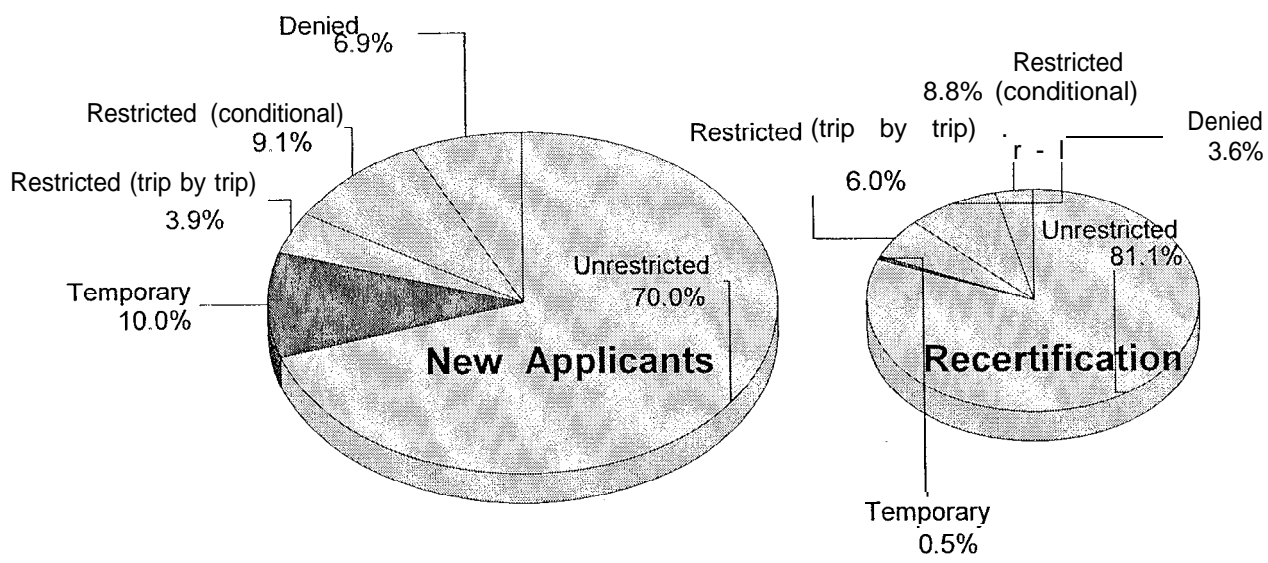
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METRO ParaCruz Cost By Month



Attachment **B**

**METRO ParaCruz Eligibility Determinations -
Aug 1 02 through Aug 30 04**



New Applicants

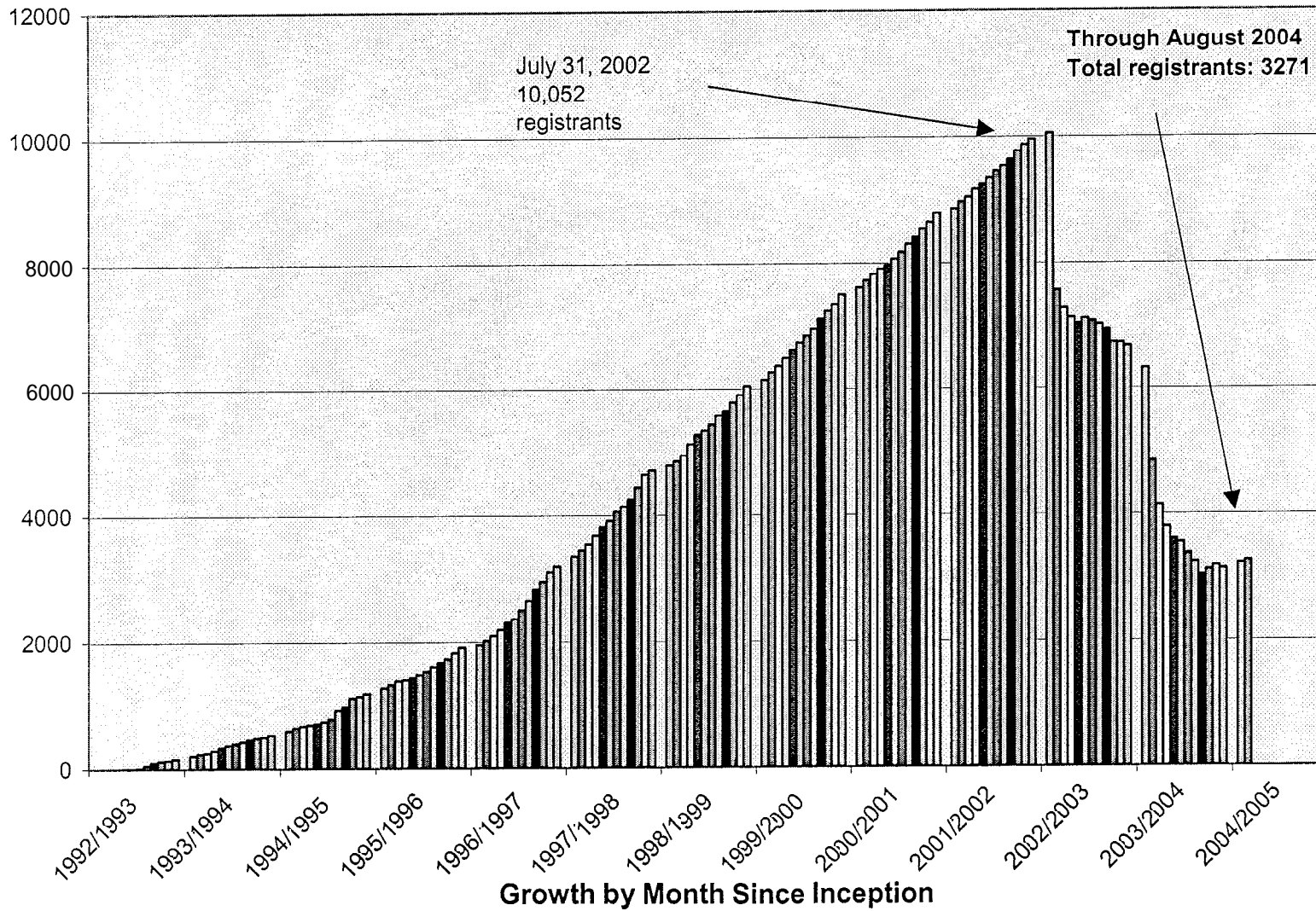
Unrestricted	1514
Temporary	216
Restricted (trip by trip)	85
Restricted (conditional)	197
Denied	150
Group Total:	2162

Recertification

Unrestricted	1140
Temporary	7
Restricted (trip by trip)	84
Restricted (conditional)	124
Denied	51
Group Total:	1406

Grand Total:	3568
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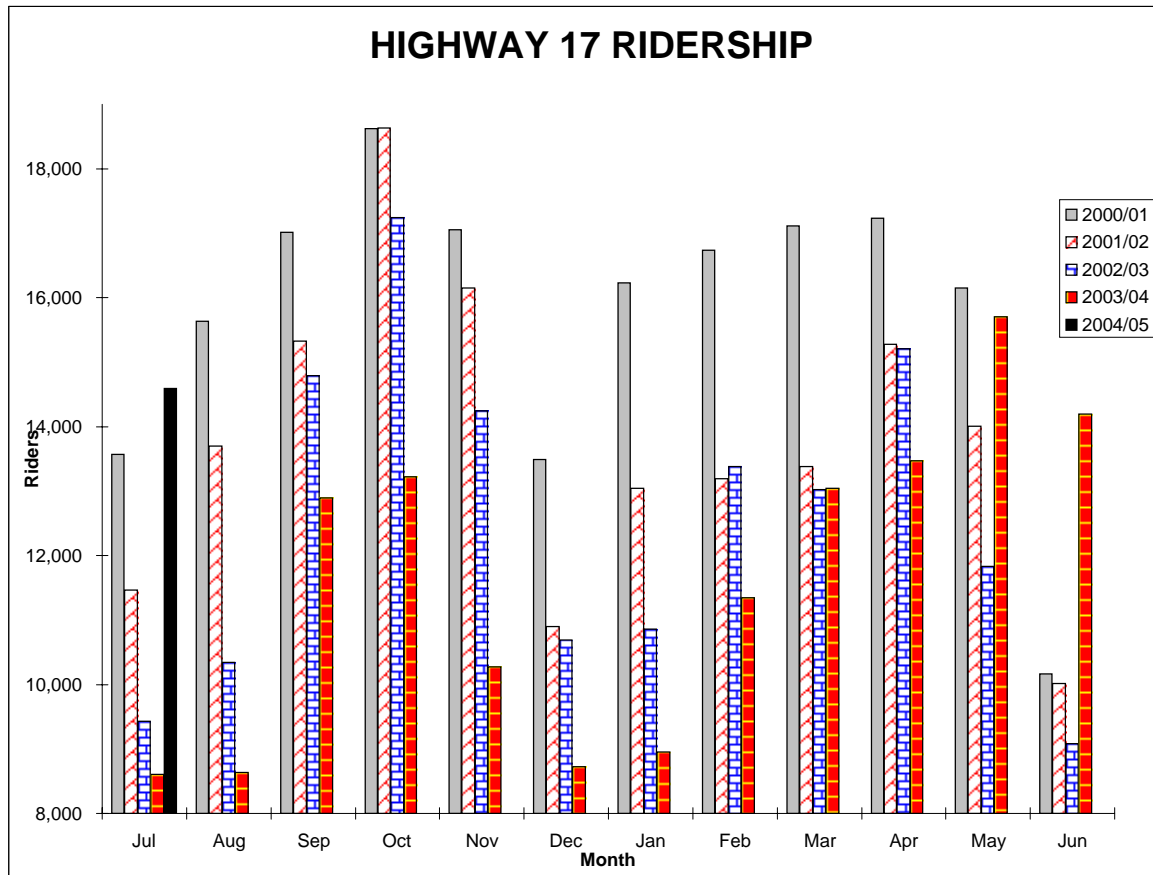
METRO ParaCruz Registrants



5-7.01

HIGHWAY 17 - JULY 2004

	July			YTD		
	This Year	Last Year	%	This Year	Last Year	%
FINANCIAL						
Cost	\$ 114,376	\$ 85,345	34.0%	\$ 114,376	\$ 85,345	34.0%
Farebox	\$ 42,802	\$ 21,496	99.1%	\$ 42,802	\$ 21,496	99.1%
Operating Deficit	\$ 62,495	\$ 63,848	(2.1%)	\$ 62,495	\$ 63,848	(2.1%)
Santa Clara Subsidy	\$ 31,248	\$ 31,924	(2.1%)	\$ 31,248	\$ 31,924	(2.1%)
METRO Subsidy	\$ 31,248	\$ 31,924	(2.1%)	\$ 31,248	\$ 31,924	(2.1%)
San Jose State Subsidy	\$ -	\$ -		\$ -	\$ -	
AMTRAK Subsidy	\$ 9,079	\$ -		\$ 9,079	\$ -	
STATISTICS						
Passengers	14,588	8,605	69.5%	14,588	8,605	69.5%
Revenue Miles	41,271	29,685	39.0%	41,271	29,685	39.0%
Revenue Hours	1,548	1,046	47.9%	1,548	1,046	47.9%
Passengers/Day	471	391	20.3%	471	391	20.3%
Passengers/Weekday	584	391	49.4%	584	-	
Passengers/Weekend	232	-		232	-	
PRODUCTIVITY						
Cost/Passenger	\$ 7.84	\$ 9.92	(20.9%)	\$ 7.84	\$ 9.92	(20.9%)
Revenue/Passenger	\$ 2.93	\$ 2.50	17.4%	\$ 2.93	\$ 2.50	17.4%
Subsidy/Passenger	\$ 4.28	\$ 7.42	(42.3%)	\$ 4.28	\$ 7.42	(42.3%)
Passengers/Mile	0.35	0.29	21.9%	0.35	0.29	21.9%
Passengers/Hour	9.42	8.22	14.6%	9.42	8.22	14.6%
Recovery Ratio	37.4%	25.2%	48.6%	37.4%	25.2%	48.6%



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 24, 2004
TO: Board of Directors
FROM: Bryant J. Baehr, Manager of Operations
SUBJECT: UNIVERSITY OF CALIFORNIA - SANTA CRUZ SERVICE UPDATE

I. RECOMMENDED ACTION

This report is for information purposes only. No action is required

II. SUMMARY OF ISSUES

- Student trips for July 2004 decreased by (4.4%) versus July 2003. Year to date student billable trips have decreased by (4.4%).
- Faculty / staff trips for July 2004 decreased by (3.6%) versus July 2003. Year to date faculty / staff billable trips have decreased by (3.6%).
- Revenue received from UCSC for July 2004 was \$38,545 versus \$33,842 for July 2003 an increase of 13.9%.

	Faculty/Staff Ridership	Student Ridership	Monthly Increase - (Decrease) Student	Monthly Increase - (Decrease) Faculty-Staff
This Year	16,549	28,369	(4.4)	(3.6)
Last Year	17,174	29,689		

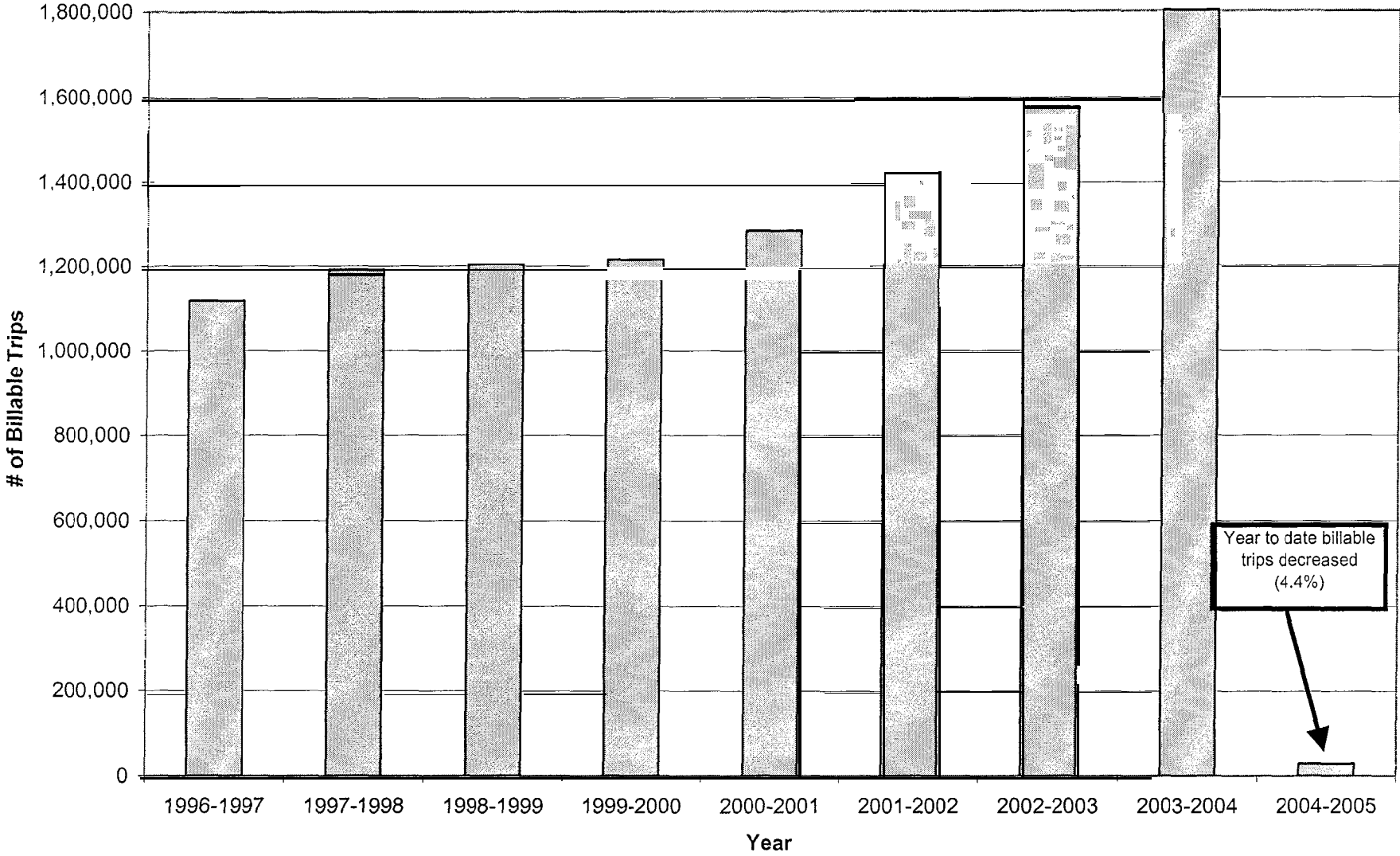
III. DISCUSSION

September 25, 2003 and ended on June 10, 2004. A summary of the results for July 2004 is:

- Student billable trips for the month of July 2004 were 28,369 vs. 29,689 for July 2003 a decrease of (4.4%).
- Faculty / staff billable trips for the month of July 2004 were 16,549 vs. 17,174 for July 2003 a decrease of (3.6%).
- Year to date Student billable trips decreased by (4.4%) and faculty / staff billable trips decreased by (3.6%).
- Revenue for July 2004 was \$38,545 versus \$33,842 for July 2003.

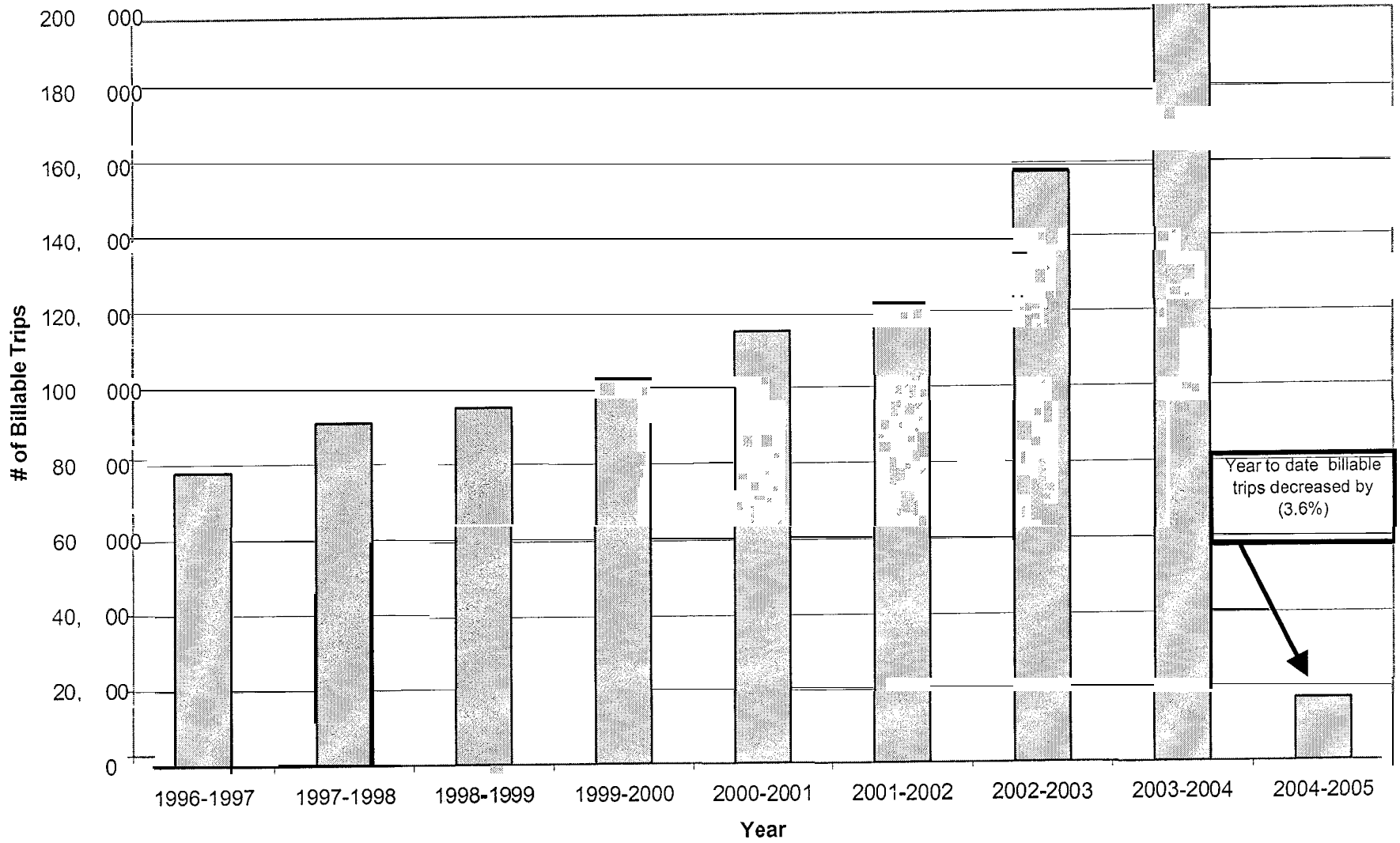
5-9.1

UCSC Student Billable Trips



5-9.91

UCSC Faculty / Staff Billable Trips



5-9. a2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 24, 2004
TO: Board of Directors
FROM: Frank L. Cheng, Project Manager
SUBJECT: STATUS OF THE METROBASE PROJECT

I. RECOMMENDED ACTION

That the Board of Directors accept and file the MetroBase Status Report.

II. SUMMARY OF ISSUES

- The MetroBase Project is currently proceeding in accordance with the schedule attached to this Staff Report, which is the schedule that has been developed by RNL Design.
- The City of Santa Cruz Redevelopment Agency is continuing to work on the real estate acquisition and relocation phase of the project.
- On August 27th, the Board of Directors approved new design options for MetroBase Maintenance Building.

III. DISCUSSION

The MetroBase Project is proceeding as per the attached timeline (Attachment A & B). The chart reflects the timeline and events that are contained in the schedule that has been developed by RNL Design. Using this document allows Metro to directly track the progress of the project. RNL Design is progressing on schedule at this point in the design and engineering process.

The completed components of the project for the review period are as follows:

A. Right Of Way (ROW)

- Encroachment Lease @ 1200 River Street for 40 years, approved by Santa Cruz City Council, will be submitted to Metro Board of District for approval.
- Concluded escrow with owner of 1122 River Street
- Adopted Mitigated Negative Declaration (MND) and Addendum MND on August 27, 2004 meeting.

B. Finance

- 25 Sakata Lane, Watsonville property being prepared for sale.
- Completed Initial appraisal of property.
- Appraisal review is underway.

C. Architectural & Engineering (A&E)

5-10.1

- Approved new design options for Maintenance Building.
- RNL: Design Phase is 65% complete.
- RNL Design presented to the Board of Directors design and aesthetic issues on August 13th and 27th.

D. Construction Management (CM)

- Board of Director approved a contract for Construction Management services with Harris & Associates on June 25, 2004. Notice to proceed has been issued.

E. Construction Schedule

- Received bids on L/CNG Fueling Station equipment.
- Recommending Board of Directors authorization to purchase LCNG equipment on September 24th, 2004.
- Goal to request bids for General Construction on Jan. 2005 and award in Mar. 2005.
- Commencement and Completion of
 - i. Demolition of A Tool Shed, Surf City & Construct Service Facility in Apr. 2005 to Nov. 2005
 - ii. Demolition of Slo-Fill Fuel, Site Work, & Construction of Operations Building in Dec. 2005 to May. 2007
 - iii. Demolition of existing Operations Building and Final Site Work in Jul. 2007 to Sep. 2007
 - iv. Demolition of Parts Building & Construction of New Partial Maintenance Building in Apr. 2005 to May. 2006
 - v. Demolition of existing Maintenance Building & construct remainder of new Parts Building in Jul. 2006 to Dec. 2006
 - vi. Final Site Work in Feb. 2007 to Apr. 2007

IV. FINANCIAL CONSIDERATIONS

Regional Transportation Commission (RTC) is recommending to the County Transportation Commission (CTC), reprogram \$7.5 million is set aside for the MetroBase project.

V. ATTACHMENTS

Attachment A: Timelines

5-10.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 24, 2004

TO: Board of Directors

FROM: Mark J. Dorfman, Assistant General Manager

SUBJECT: ACCEPT AND FILE VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR PREVIOUS MEETINGS

I. RECOMMENDED ACTION

That the Board of Directors accept and file the voting results from appointees to the Santa Cruz County Regional Transportation Commission.

II. SUMMARY OF ISSUES

- Per the action taken by the Board of Directors, staff is providing the minutes from the most recent meetings of the Santa Cruz County Regional Transportation Commission.
- Each month staff will provide the minutes from the previous month's SCCRTC meetings.

III. DISCUSSION

At the January Board of Directors Meeting of the Santa Cruz Metropolitan Transit District, the Board requested that staff include in the Board Packet information relating to the voting results from the appointees to the Santa Cruz County Regional Transportation Commission. Staff is enclosing the minutes from these meetings as a mechanism of complying with this request.

IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

V. ATTACHMENTS

Attachment A: Minutes of the July 27, 2004 Regular SCCRTC Meeting

5-11.1

Attachment A

SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
AND
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

MINUTES

Thursday,
July 27, 2004
9:00 a.m.

Board of Supervisors Chambers
701 Ocean Street
Santa Cruz CA 95060

1. Roll Call

Members Present:	Jan Beautz	Dennis Norton
	Mike Keogh	Pat Spence
	Scott Kennedy	Ellen Pirie
	Randy Johnson	Mark Stone
	Mardi Wormhoudt	
	Edenilson Quintanilla (Alt)	
Members Absent:	Richard De La Paz	Emily Reilly
Staff Present	Linda Wilshusen	Pat Dellin
	Kim Shultz	Rachel Moriconi
	Gini Pineda	Luis Mendez

2. Oral Communications

Jeff Le Blanc said he was disappointed in the Commission because funding for the Metro had been whittled down and that everything but the MetroBase was included in the STIP.

Dave Eselius said that there has been a great deal of investment in the Metro producing very little benefit to the ridership. He said an HOV lane, as proposed, is of no benefit to those driving on the freeway and that taxpayers will not see a benefit from an HOV lane.

Ed Davidson said HOV lanes are necessary if carpools and busses are going to be able to bypass congested traffic and that the benefits outweigh the concerns.

Commissioner Keogh called for a Closed Session item at the August Regional Transportation Commission meeting regarding the rail right-of-way acquisition. Commissioner Beautz said the item was already on the agenda.

5-11.91

Commissioner Spence said that having the MetroBase funded in the 2004 STIP is critical since contracts can't be signed by SCMTD General Manager Les White if he can't show where funding is coming from.

3. Additions or Deletions to Consent and Regular Agendas

Deputy Director Pat Dellin noted replacement page 4-4 and an email to the Commission from the Grand Jury agreeing to provide members to the independent audit committee.

CONSENT AGENDA (Pirie/Wormhoudt)

4. Approved Minutes of June 3, 2004 Regular SCCRTC Meeting (Stone/Quintanilla abstained)
5. Approved Minutes of June 3, 2004 Evening Public Hearing (Stone/Quintanilla abstained)
6. Approved Minutes of June 17, 2004 Transportation Policy Workshop Meeting
7. Accepted Draft Minutes of June 7, 2004 and June 15, 2004 Expenditure Plan Subcommittee Meetings (Commissioner Kennedy abstained)

REGULAR AGENDA

8. Approve Addendum to the 2001 Regional Transportation Plan's Environmental Impact Report to Address the Local Transportation Sales Tax Measure and Approve Final Expenditure Plan and Ordinance for Local Transportation Sales Tax Measure

Deputy Director Pat Dellin reviewed the staff recommendations. She highlighted the amended language describing the HOV lane as it would appear on the Expenditure Plan and said that, at the suggestion of County Counsel, ballot language had been rephrased as a question rather than a statement. Ms. Dellin said that four of the five entities asked to provide members to the Independent Audit Committee had agreed to do so.

Commissioner Beautz said she thought four members would suffice since the Committee served only as an oversight committee. Ms. Dellin said that the new staff recommendation would be that the committee would consist of four members.

Commissioner Beautz asked for public comment prior to discussing the staff recommendations.

Ed Davidson said he was opposed to spending any money on the rail acquisition because light rail has no future and will not solve traffic congestion. He said the tourist trolley project can't even get a feasibility study done in time for the Environmental Impact Report and that a bike path is a waste of money, contending that the County already has a fine bike network and that the Broadway/Brommer corridor would be a better option than a path along the rail right-of-way. He concluded by saying that the rail line parallels places no one wants to go to.

Bob Yont said that the Expenditure Plan did not provide enough funding for elderly and disabled persons and that a 10% share of the sales tax revenues is more realistic given the demographics of an aging population.

Debbie Bulger asked for clarification if other projects in the Expenditure Plan could be pre-empted by the highway project for bonds and other fundraising measures.

Commissioner Beautz said that her understanding was that local jurisdictions were guaranteed their share every year. She asked Chief Assistant County Counsel Rahn Garcia if that was correct.

Deputy Director Pat Dellin responded and said that Assistant CAO Pat Busch had prepared the financial plan for the expenditure plan and had told the Commission that it would be 'very unlikely that each of the percentages would not be distributed every year. She said that the highway bond debt service would have priority to be paid first, but that the economy would have to be extremely bad before the local jurisdictions could not receive their full share each year.

Dave Eselius said that nothing has justified building an HOV lane and does not think it will work. He said that there was not enough information to purchase the rail right-of-way.

Spike Alper said that since 1991 the number of HOV lanes has increased but that ridership stays the same and that he hopes those who know widening won't work will have the guts to say so.

Paul Elerick said he would prefer if the Expenditure Plan did not specify that debt servicing for any highway bonds would take precedence over other distributions. He also asked for a clearer definition of the boundaries of the project, saying that simply referring to "Aptos" was too vague.

5-11.a3

Jeff Le Blanc said that by the time the HOV lane is built, no busses will be around anyway.

Commissioner Keogh asked if the language on pages 8-51 and 8-57 reflected the discussion regarding the use of the money allocated to the Coastal Bicycle/Pedestrian Trail at the June Commission meeting.

Chief Assistant County Counsel Rahn Garcia said as long as the ballot language is not inconsistent with the ordinance there shouldn't be a problem.

Commissioner Wormhoudt said that what had been discussed and voted on at the June meeting was confusing and may not reflect what the majority of the Commissioners wanted to convey. Ms. Wormhoudt said she continues to believe that allowing money to be used for acquisition of the rail right-of-way sends a message to Union Pacific that more money for acquisition is available. Commissioner Wormhoudt moved to change Section 4F of the Expenditure Plan to say that 4% of the sales tax revenues would be used only for the construction of a bicycle/pedestrian path. Commissioner Kennedy seconded.

Commissioner Pirie objected to the motion saying that the motion was being made by Commissioners who had already lost on this issue. She said she thinks what the Commission did was to keep another source available, if needed, to purchase the right-of-way.

Commissioner Beautz agreed that the Commission did discuss the passage and asked if there was a rule regarding voting on the same thing twice.

Chief Assistant County Counsel Rahn Garcia said he would have to consult the Robert's Rules of Order to see if there is a technical impediment to such a procedure.

Commissioner Stone said the ballot measure language refers to "building" a Coastal bike/walking path next to the rail line and it was up to the Commission to make the language clear and consistent with the Ordinance. He said the motion on the floor clears up any misunderstanding.

Commissioner Pirie contended that the motion on floor confused the issue.

Commissioner Wormhoudt asked why raise a technical matter and deny the Commissioners the right to vote on the issue.

Commissioner Spence asked if changing the ballot language to say "implement" rather than "building" would be acceptable.

5-11.04

Commissioner Wormhoudt said the change in language was not relevant to the motion and Commissioner Beautz said it was all right with her to proceed with the vote.

Commissioner Spence asked if the maker of the previous motion had to agree to this new vote.

Chief Assistant County Counsel Rahn Garcia said that after consulting with the Sturgess procedural guide he saw nothing that precludes Commissioner Wormhoudt's motion.

Commissioner Kennedy pointed out that he had seconded Commissioner Keogh's motion at the last meeting with the exact opposite intention as he had apparently misunderstood the language at this time.

Commissioner Pirie said if the motion is to add the words "construction of a bike trail" it takes confusion away.

Commissioner Wormhoudt said that the point of her motion is to limit the use of tax revenue money for construction only and not for acquisition of the rail right-of-way.

Commissioner Quintanilla said he had watched the video of the previous meeting and found the discussion to be confusing.

Commissioner Beautz said she did not think it was a good idea to limit the use of the funding to construction of a bike/pedestrian path in case application for Proposition 116 funding does not go through.

Commissioner Stone disagreed, saying that the motion is appropriate because the Commission has already authorized the use of Proposition 116 funds for acquisition.

The vote was taken with Commissioners Kennedy, Norton, Quintanilla, Stone and Wormhoudt voting in favor and Commissioners Beautz, Johnson, Keogh, Pirie and Spence voting against it. The motion failed due to a lack of a majority.

Commissioner Quintanilla moved to accept the staff recommendations.

Commissioner Stone moved to pull the Expenditure Plan out and vote on it separately.

It was agreed by consensus to vote on each recommendation separately.

5-11.05

Commissioner Pirie moved to approve the first recommendation of the staff report to:

Approve a resolution accepting the Addendum to the Environmental Impact Report (EIR) for the 2001 Regional Transportation Plan and requesting that the County Board of Supervisors approve the final Expenditure Plan and Ordinance and place the Local Transportation Sales Tax Measure on the November 2004 ballot at the special July 27, 2004 Board meeting to be held following this meeting.

Commissioner Johnson seconded.

Commissioner Stone expressed concern that the Commission was asking voters to approve something that they were not truly educated about and said if the if voters don't approve the ballot measure there would be an opportunity to revisit transportation options for the Expenditure Plan.

Commissioner Kennedy said he will vote against the recommendation saying the he wanted the City of Santa Cruz to be part of a plan that addressed a broad range of transportation options and that part of that commitment was a commitment to acquire the rail right-of-way. He said it was a waste of time, money and good faith to put the measure on the November ballot.

Commissioner Norton said he will vote in the City of Capitola's best interest and let the public make the decision. He reiterated the City's concern that it is not receiving its fair share of the revenues.

Commissioner Wormhoudt said she has supported putting the measure on the ballot longer than anyone and although she is concerned about approving the addendum to the 2001 Regional Transportation Plan Environmental Impact Report, she thinks it's time to move the debate into the public arena.

Commissioner Pirie said that there is a tremendous need for a variety of improvements and that the sales tax revenues offer local control to implement these improvements. She highlighted the importance of building the Pajaro train station.

The motion passed with Commissioner Kennedy voting "no".

Commissioner Stone objected to the Expenditure Plan saying it is a compromise but falls short because there is not enough money for everything on the plan. He asked if the Commission will be willing to sacrifice Phase II of the Hwy 1 Widening/HOV project if it turns out that Phase I costs more than anticipated.

5-11.06

Commissioner Wormhoudt said she would not support the Expenditure Plan because the plan is insufficient to meet the needs for a variety of services and that only 8% of the funding is designed for non-road related projects. She said the 30 year tax measure exhausts capacity for bonding for any other transportation projects and added if the second phase of the highway widening had not been added there would have been a good deal more money for other projects.

Commissioner Pirie moved to approve the Final Local Transportation Sales Tax Measure Expenditure Plan and Ordinance, as revised. Commission Alternate Quintanilla seconded and the motion passed with Commissioners Beautz, Johnson, Keogh, Pirie, Quintanilla and Spence in favor of the motion and Commissioners Kennedy, Norton, Stone and Wormhoudt voting against it.

Commissioner Wormhoudt moved to approve the third staff recommendation to accept responses from potential appointers of members to the Independent Audit Committee. Commissioner Pirie seconded and made it clear that the Commission had agreed that the Committee would consist of four members. The motion passed unanimously.

Commissioner Pirie moved to accept the fourth staff recommendation to approve minor revisions to the ballot language, suggested by County Counsel. Commission Alternate Quintanilla seconded and the motion passed unanimously.

9. Next Meetings/Adjournment

The meeting adjourned at 10:20 a.m.

The next regular SCCRTC meeting is scheduled for Thursday, August 5, 2004 at 9:00 a.m. at Board of Supervisors Chambers, 701 Ocean Street, Santa Cruz CA 95060.

The next Transportation Policy Workshop is scheduled for Thursday, August 19, 2004 at 9:00 a.m. at the SCCRTC offices, 1523 Pacific Avenue, Santa Cruz, CA 95060.

Respectfully submitted,

Gini Pineda, Staff

5-11.07

ATTENDEES

Name

Representing

Debbie Bulger	Mission Pedestrians
Paul Elerick	CFST
Peter Scott	CFST
David Wright	Friends of the Rail Trail
Piet Canin	Bike to Work
David Eselius	
Jim Conklin	Business Council
Sandra Coley	PVTMA
Jeff Le Blanc	
Don Hoernschemeyer	CFST
Ed Davidson	
Les White	SCMTD
Mark Dettle	City of Santa Cruz
Bonnie Morr	UTU Local 23
Brian Petersen	
Jan Kampa	
Robert Yont	
Spike Alper	

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5-11.08

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 24, 2004
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: CONSIDERATION OF CONTRACT EXTENSION WITH DEVCO OIL, INC. FOR DIESEL AND GASOLINE FUEL

I. RECOMMENDED ACTION

It is recommended that the Board of Directors authorize the General Manager to enter into a one-year contract extension with Devco Oil, Inc. for diesel and gasoline fuel.

II. SUMMARY OF ISSUES

- The District has had a contract with Devco Oil, Inc. to provide diesel and gasoline fuel for the past three years.
- The current contract, approved by the Board of Directors on September 21, 2001, was for a term of three years with two (2) one-year options for renewal.
- Devco Oil has provided excellent service and a one-year extension of the contract is recommended.

III. DISCUSSION

The Santa Cruz Metropolitan Transit District requires the supply of diesel and gasoline fuel for use in its fleet. The estimated monthly requirements for this contract are 80,000 gallons of diesel fuel and 2,000 gallons of unleaded gasoline fuel per month. The District does not have its own diesel or gasoline fueling facilities, so it is necessary for the fueling to be done off-site at the facilities of the provider of the fuels. Since each vehicle will have to be transported to the contractor's facility on a daily basis, it is imperative that the facility used for the delivery of fuel be within a lo-block radius of the District's Operations Facility at 1200 River Street.

On September 21, 2001, the Board of Directors authorized the General Manager to execute a three-year contract with the option of two (2) one-year extensions with Devco Oil, Inc. The selection of Devco Oil, Inc. was the result of an Invitation for Bid (IFB) process, which was issued on July 30, 2001. Devco Oil, Inc. has provided excellent service and has offered to reduce the price of diesel fuel for the next contract period by 0.0155 cents per gallon effective October 1, 2004. This would save the District over \$14,000 per year over the current contract price structure. District staff recommends that the Board of Directors authorize the General Manager to sign a one-year contract extension on behalf of the District.

5-12.1

IV. FINANCIAL CONSIDERATIONS

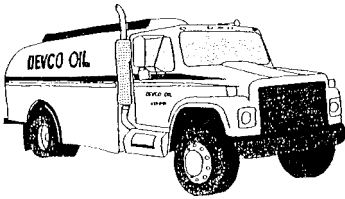
Funding for this contract is contained in the Operating Budget. The annual budget for diesel and gasoline fuel is \$ 1,750,000.

V. ATTACHMENTS

Attachment A: Letter from Devco Oil, Inc

Attachment B: Contract Amendment

5-12.2



DEVCO OIL, INC.

139 Encinal Street
P O Box 473
Santa Cruz, CA 95060
Phone 831 423-2121
Fax 831 423-4128

Fuel
•
Lubricants
•
Cardlock

member of



Attachment A

August 5, 2004

Mr. Lloyd Longnecker
District Buyer
Santa Cruz Metropolitan Transit District
370 Encinal St. Suite #100
Santa Cruz, Ca. 95060

Re: Renewal of District Contract No. 01-03 for Supply of Diesel and Gasoline Fuels

Dear Mr. Longnecker:

Devco Oil Co., Inc. is in agreement for the extension of the fuel contract from Oct. 1, 2004 thru Sept. 30, 2005. All conditions will remain the same as prior agreement, with the exception of pricing. Devco Oil Co. agrees to a .0155 cents per gallon reduction in price of Diesel Fuel to district. Prior contract: cost plus .1505 per gallon. New contract cost plus .135 per gallon. If these terms are agreeable to the district, you may contact me with your reply.

Sincerely,

Jerry Belcher
General Manager/ CFO

5-12.a1

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIRST AMENDMENT TO CONTRACT NO. 01-03
FOR SIJPLY OF DIESEL AND GASOLINE FUELS**

This First Amendment to Contract No. 01-03 for supply of diesel and gasoline fuels is made effective October 1, 2004 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Devco Oil, Inc. ("Contractor").

I. RECITALS

1.1 District and Contractor entered into a Contract for supply of diesel and gasoline fuels ("Contract") on October 1, 2001.

1.2 The Contract allows for the extension upon mutual written consent.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

2.1 Article 3.02 is amended to include the following language:

This contract shall continue through September 30, 2005. This Contract may be mutually extended by agreement of both parties.

III. COMPENSATION

3.1 Article 4.01 is amended to include the following language:

Effective October 1, 2004, Contractor shall reduce the price of diesel fuel by 0.0155 cents per gallon.

IV. REMAINING TERMS AND CONDITIONS

4.1 All other provisions of the Contract that are not affected by this amendment shall remain unchanged and in full force and effect.

V. AUTHORITY

5.1 Each party has full power to enter into and perform this First Amendment to the Contract and the person signing this First Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this First Amendment to the Contract, understands it, and agrees to be bound by it.

SIGNATURES ON NEXT PAGE

5-12.61

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
DEVCO OIL, INC.

BY _____

Jerry Belcher
General Manager, CFO

APPROVED AS TO FORM:

Margaret R. Gallagher
District Counsel

5-12.62

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 24, 2004
TO: Board of Directors
FROM: Tom Stickel, Manager of Fleet Maintenance
SUBJECT: CONSIDERATION OF CONTRACT EXTENSION WITH CLAREMONT BEHAVIORAL, SERVICES FOR EMPLOYEE ASSISTANCE PROGRAMS

I. RECOMMENDED ACTION

It is recommended that the Board of Directors authorize the General Manager to enter into a one-year contract extension with Claremont Behavioral Services for employee assistance programs.

II. SUMMARY OF ISSUES

- The District has had a contract with Claremont Behavioral Services to provide employee assistance programs for the past two years.
- The current contract, approved by the Board of Directors on October 25, 2002, was for a term of two years with three (3) one-year options for renewal.
- Claremont Behavioral Services has provided excellent service and a one-year extension of the contract is recommended.

III. DISCUSSION

The Employee Assistance Program provides an opportunity for all District employees and their dependents to obtain confidential assistance in resolving personal or work-related problems. The Employee Assistance Program would provide confidential professional counseling, assessment and referral for the District's approximately 300 employees and their dependents in an effort to address such problems relating to, but not limited to, marriage and family, psychological health, substance abuse, or financial difficulties.

On July 5, 2002, District Request for Proposal No. 02-02 was mailed to several firms and was legally advertised. On August 2, 2002, proposals were received and opened from five (5) firms. On October 25, 2002, the Board of Directors authorized the General Manager to execute a two-year contract with the option of three (3) one-year extensions with Claremont Behavioral Services. Claremont Behavioral Services has provided excellent service and District employees have used the programs significantly. The average in this industry for the number of employees using the service is 5%. The attached Claremont report (Attachment A) shows that the District usage was at 24% for the first year of the contract and 12% so far in the second year of the contract. Claremont Behavioral Services has proposed a rate increase from \$2.90 per employee

5-13.1

per month to \$3.20 per employee per month for the next contract period (10.34% increase). This proposed rate is still competitive with the rates received from other service providers over two years ago.

Claremont Behavioral Services, Inc. has also added the following services effective December 1, 2004:

- School/College Assistance
- Adoption Assistance
- Pet Care Referrals

District staff recommends that the Board of Directors authorize the General Manager to sign a one-year contract extension on behalf of the District and allow a rate increase to \$3.20 per employee per month.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the Operating Budget. The estimated annual budget for this contract based on 294 employees is approximately \$11,300.

V. ATTACHMENTS

Attachment A: Letter from Claremont Behavioral Services, Inc.
Attachment B: Contract Amendment

CLAREMONT EAP

EMPLOYEE ASSISTANCE PROGRAM Renewal

Group:		Santa Cruz Metropolitan Transit District	
Renewal Date:		December 1, 2004	
Number of Employees:		294	
CURRENT RATE	\$2.90	RENEWAL RATE	\$3.20

Claremont received the letter from Lloyd Longnecker, District Buyer, dated August 2, 2004. We would like to extend the EAP contract for an additional year from 12/1/2004-11/30/2005, but would ask that the district consider the above rate increase.

The District's utilization has been extremely high at 24.4% the first year and 12% so far **this** year. The average in this industry is around 5% so usage is still quite high. Claremont provided 17 onsite orientation sessions for Mgrs and employees. We also responded with an onsite counselor for a Critical Incident Stress Debriefing on 3 different dates for a total of 7 hours. In addition to our regular quarterly newsletters and Resource Packets we provide for all customers, we provide a customized promotional piece on alternate months so the District can send an EAP promotion along with paychecks every month.

The above rate will be in effect for twelve (12) months from the renewal date.

The following services will continue to be included for this plan year:

- 3 Counseling Visits per Family Member per Incident
- Legal/Financial Consultations
- Elder/Child Care Referrals
- 8 Free Brown Bag Seminars per Contract Year
- 3 Hours Onsite for Critical Incident Stress Debriefings (CISD's) per Incident
- Unlimited HR & Management Consultations
- 8 Free Hours for Orientations/Health Fairs/Open Enrollment per Contract Year
- Semi-Annual Utilization Reports

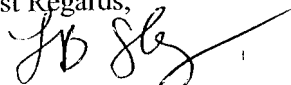
Due to low utilization, the Medical Advice Line will not be included for this plan year.

The following services are being added for this year:

- School/College Assistance
- Pet Care Referrals
- Adoption Assistance

Claremont remains committed to do "whatever it takes" to meet your needs. Please let me know if you **have any questions**.

Best Regards,



LAURIE B. SLEZ

Director of Account Services

RECEIVED
 2004 AUG 19 AM 9:14
 SANTA CRUZ METRO
 TRANSIT DISTRICT

CLAREMONT EAP

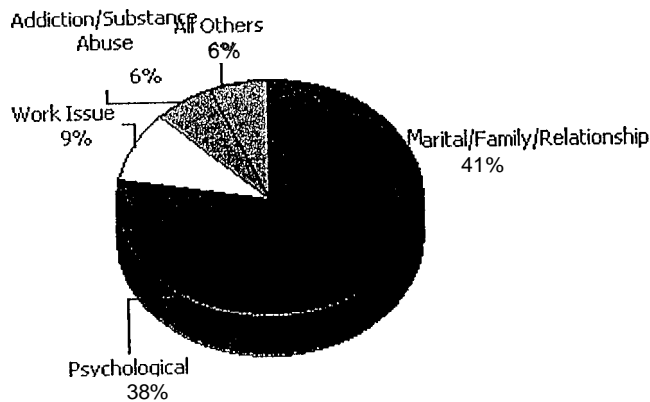
Santa Cruz Metropolitan Transit District
Annual Utilization Report

Reporting Period: 12/1/2002 to 11/30/2003

Total Utilization Based on Average Number of Employees: 295

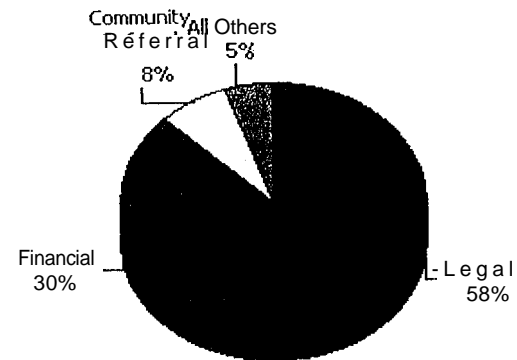
	Cases This Year	Annual Utilization
Total Cases	<u>72</u>	<u>24.4 %</u>
Clinical	32	10.8 %
Life Management	40	13.5 %

New Cases: Clinical



	This Year
Total Clinical Cases	<u>32</u>
Marital/Family/Relationship	13
Psychological	12
Work Issue	3
Addiction/Substance Abuse	2
Other	2
Medical	0

New Cases: Life Management



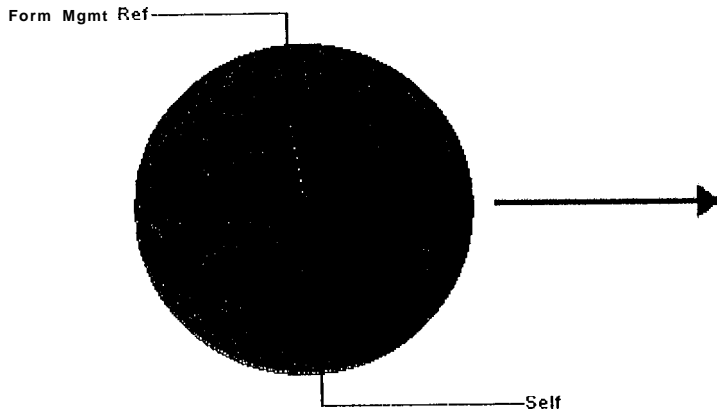
	This Year
Total Life Mgmt Cases	<u>40</u>
Legal	23
Financial	12
Community Referral	3
Child Care	1
Medical Advice	1
Elder Care	0

CLAREMONT EAP

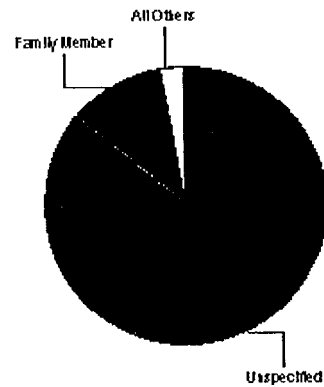
Santa Cruz Metropolitan Transit District
Annual Utilization Report

Reporting Period: 12/1/2002 to 11/30/2003

Referral Type for New Clinical
and Life Management Cases



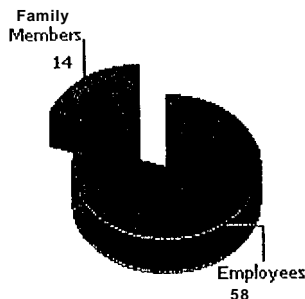
Source of Self-Referrals



<u>Referral Type</u>	<u># of cases</u>	<u>% of cases</u>
Self	70	97.2%
Formal Management Referral	2	2.8%
	72	100.0%

<u>Self-Referrals</u>	<u># of cases</u>	<u>% of cases</u>
Union	2	2.9%
Family Member	8	11.4%
Unspecified	60	85.7%
	70	100.0%

New Cases: Employees vs. Family Members



	<u># of cases</u>	<u>% of cases</u>
Employees	58	80.6%
Family Members	14	19.4%
	72	100.0%

CLAREMONT EAP

Santa Cruz Metropolitan Transit District Annual Utilization Report

Reporting Period: 12/1/2002 to 11/30/2003

Organizational Consultations

Number of Organizational Consultations 10

Consultation Issues*	Frequency*
Work Performance	4
Death of Co-worker	3
Conflict With Co-Worker(s)	2
Formal Work Discipline	2
Other Organizational Problem	2
Training Need	2
Employee Personal Problem	1
Other Employee Problem	1
Traumatic Incident (Robbery, Natural Disaster)	1

* A single consultation may involve more than one issue, and thus the frequency reflects the total count for each type of issue across all consultations.

Onsite Services

Date of Service	Intervention Description	Hours	
June 9, 2003	Critical Incident Stress Debriefing	2.00	14 participants
June 10, 2003	Critical Incident Stress Debriefing	1.00	7 participants
June 19, 2003	Critical Incident Stress Debriefing	4.00	28 participants
November 17, 2003	Conflict Resolution/Communication Skills	1.00	3 participants
November 20, 2003	Conflict Resolution/Communication Skills	1.00	4 participants

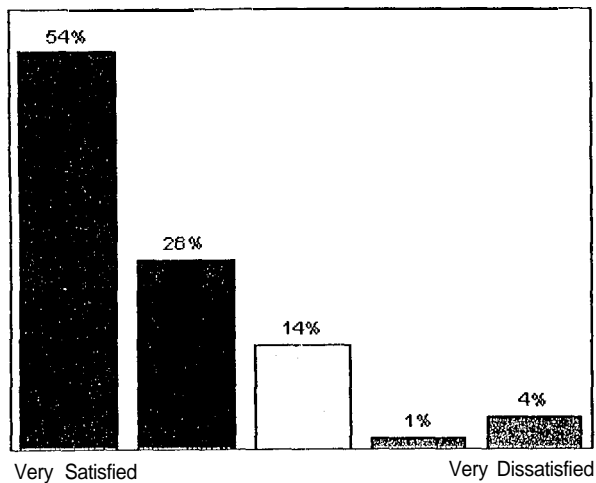
CLAREMONT EAP

Santa Cruz Metropolitan Transit District
Annual Utilization Report

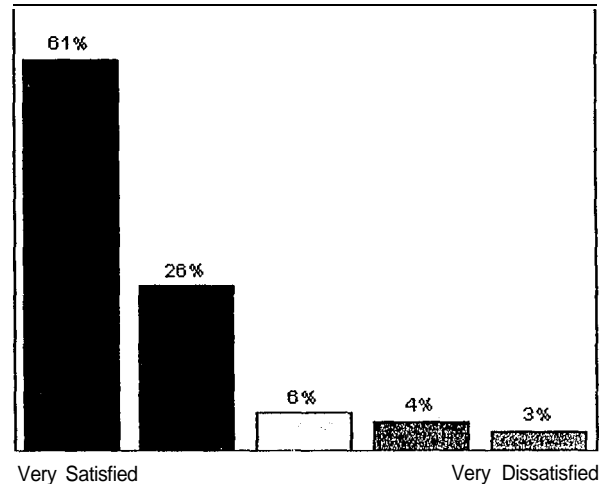
Reporting Period: 12/1/2002 to 11/30/2003

Client Satisfaction*

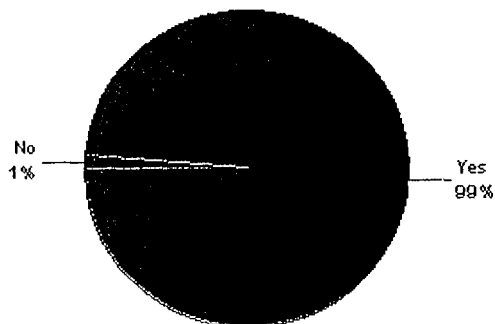
Satisfaction with Initial Call



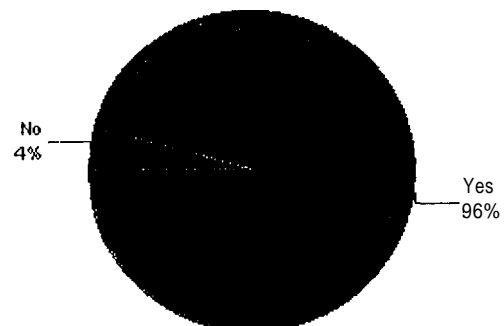
Satisfaction with EAP Counselor



Was Initial Appointment with the EAP scheduled in a timely fashion?



Would Recommend the EAP to a friend or colleague?



*In order to protect client confidentiality, clinical outcome and satisfaction statistics are based on data across all Claremont groups. This data reflects surveys received over the previous 90 day period, and is refreshed monthly.

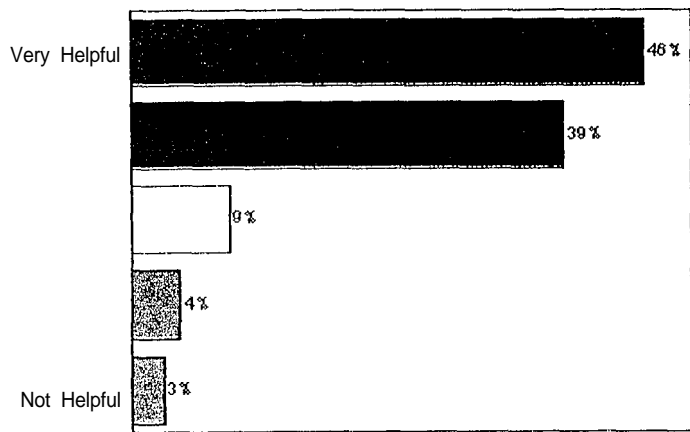
CLAREMONT EAP

Santa Cruz Metropolitan Transit District
Annual Utilization Report

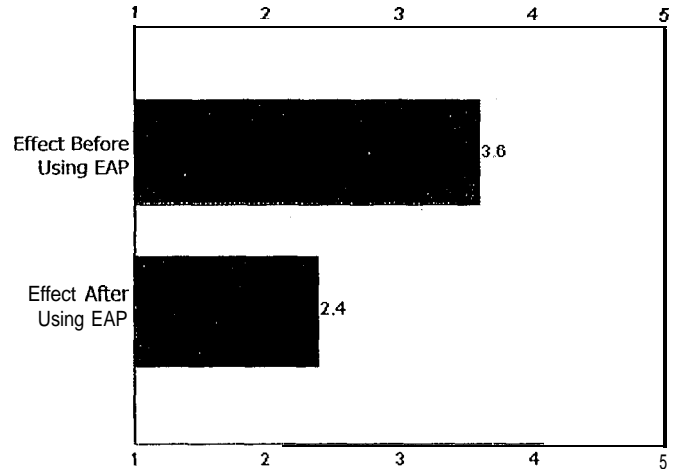
Reporting Period: 12/1/2002 to 11/30/2003

Clinical Case Outcomes*

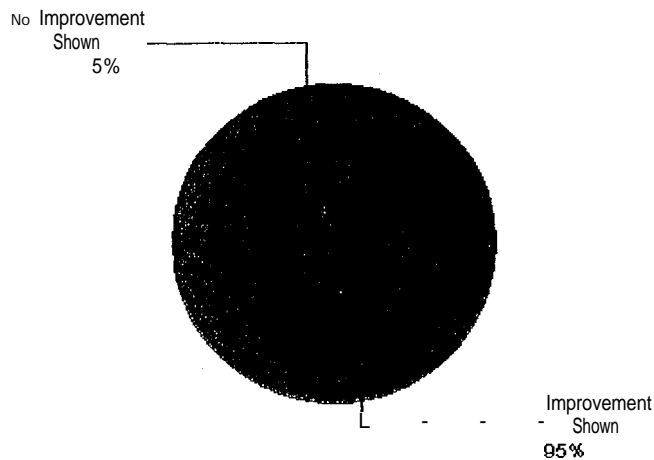
Self-Reported Helpfulness of EAP
in Resolving Issue



Self-Reported Effect of Issue on
Work Performance



Provider Reported Rating of Client Improvement



*In order to protect client confidentiality, clinical outcome and satisfaction statistics are based on data across all Claremont groups. This data reflects surveys received over the previous 90 day period, and is refreshed monthly.

CLAREMONT EAP

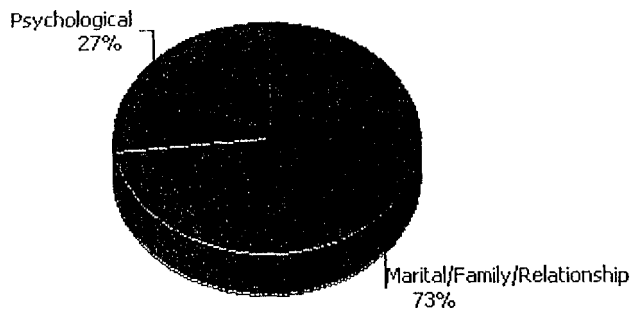
Santa Cruz Metropolitan Transit District
Utilization Report

Reporting Period: 12/1/2003 to 7/31/2004
Year-To-Date Reporting Period: 12/1/2003 to 7/31/2004

Total Utilization Based on Average Number of Employees: 292

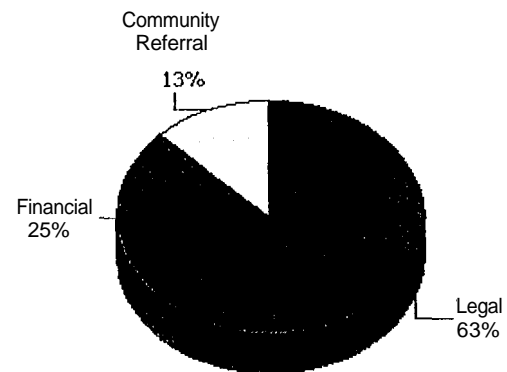
	Cases This Period	Cases YTD	Projected Annual Utilization
Total Cases	23	23	11.8%
Clinical	15	15	7.7%
Life Management	8	8	4.1%

New Cases: Clinical



	This Period
Total Clinical Cases	15
Marital/Family/Relationship	11
Psychological	4
Addiction/Substance Abuse	0
Medical	0
Work Issue	0

New Cases: Life Management



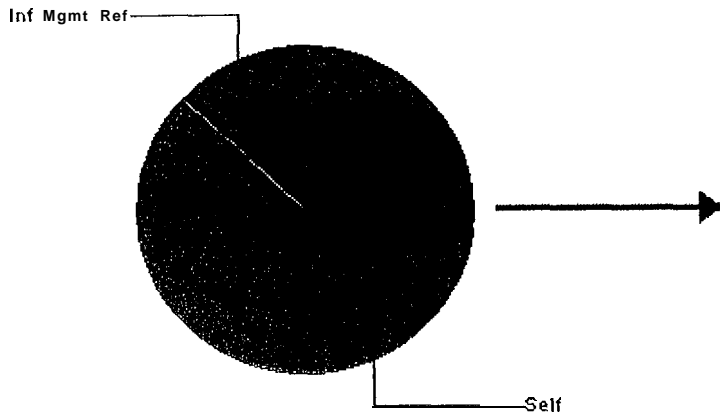
	This Period
Total Life Mgmt Cases	8
Legal	5
Financial	2
Community Referral	1
Child Care	0
Elder Care	0

CLAREMONT EAP

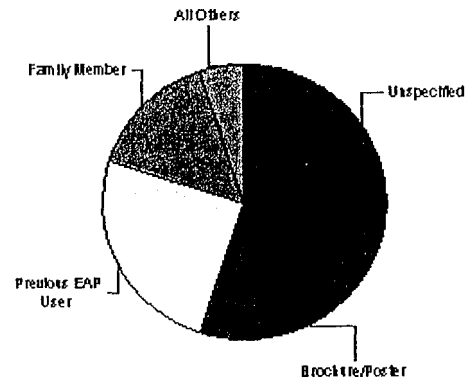
Santa Cruz Metropolitan Transit District
Utilization Report

Reporting Period: 12/1/2003 to 7/31/2004
Year-To-Date Reporting Period: 12/1/2003 to 7/31/2004

Referral Type for New Clinical and Life Management Cases



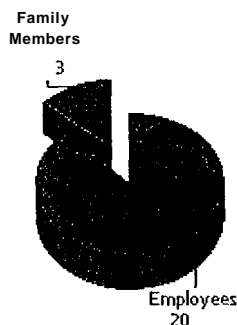
Source of Self-Referrals



<u>Referral Type</u>	<u># of cases</u>	<u>% of cases</u>
Self	20	87.0%
Informal Management Referral	3	13.0%
	23	100.0%

<u>Self-Referrals</u>	<u># of cases</u>	<u>% of cases</u>
Union	1	5.0%
Brochure/Poster	5	25.0%
Family Member	3	15.0%
Previous EAP User	5	25.0%
Unspecified	6	30.0%
	20	100.0%

New Cases: Employees vs. Family Members



	<u># of cases</u>	<u>% of cases</u>
Employees	20	87.0%
Family Members	3	13.0%
	23	100.0%

CLAREMONT EAP

Santa Cruz Metropolitan Transit District
Utilization Report

Reporting Period: 12/1/2003 to 7/31/2004
Year-To-Date Reporting Period: 12/1/2003 to 7/31/2004

Organizational Consultations

Number of Organizational Consultations	1
Consultation Issues*	Frequency*
Organizational Problem (General)	1

* A *single* consultation may involve more than one issue, and thus the frequency reflects the total count for each type of issue across all consultations.

Account Services

Date of Service	Service Description
December 2, 2003	Report Sent
January 29, 2004	Distributed Newsletter (1st Quarter)
February 4, 2004	Distributed Resource Packet (Resilience)
February 5, 2004	Program Development Consultation--Telephonic
April 6, 2004	Distributed Newsletter (2nd Quarter 2004)
April 9, 2004	Publicity Materials Sent: 4 other documents
May 3, 2004	Distributed Resource Packet (Work/Life Balance 101)
June 30, 2004	Report Sent
July 8, 2004	Distributed Newsletter (3rd Qtr 2004)

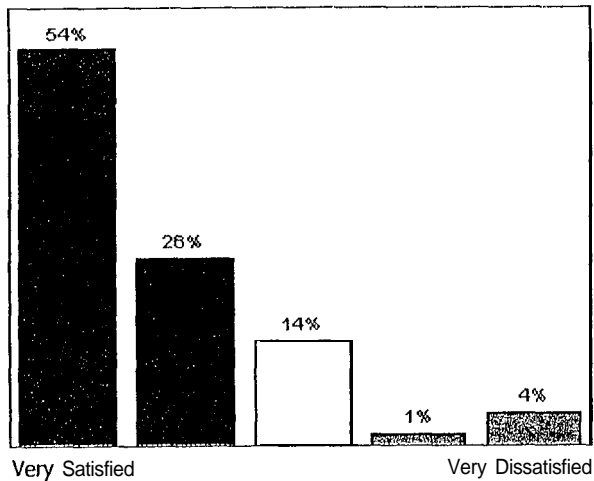
CLAREMONT EAP

Santa Cruz Metropolitan Transit District
Utilization Report

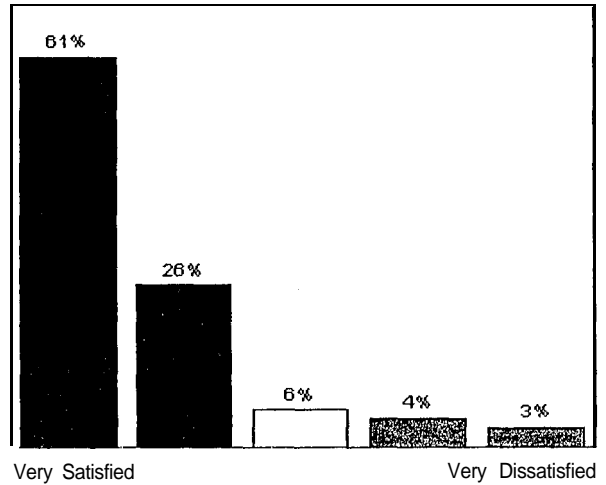
Reporting Period: 12/1/2003 to 7/31/2004
Year-To-Date Reporting Period: 12/1/2003 to 7/31/2004

Client Satisfaction*

Satisfaction with Initial Call



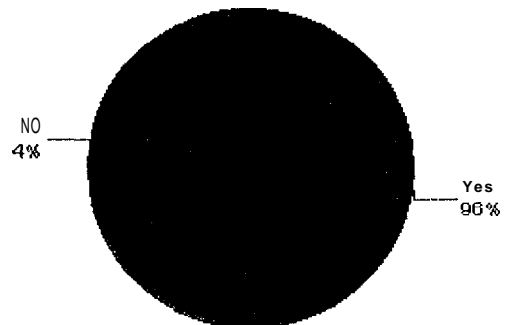
Satisfaction with EAP Counselor



Was Initial Appointment with the EAP scheduled in a timely fashion?



Would Recommend the EAP to a friend or colleague?



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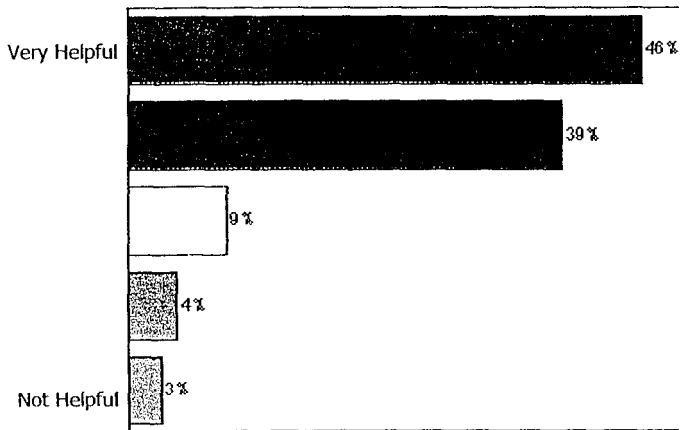
CLAREMONT EAP

Santa Cruz Metropolitan Transit District
Utilization Report

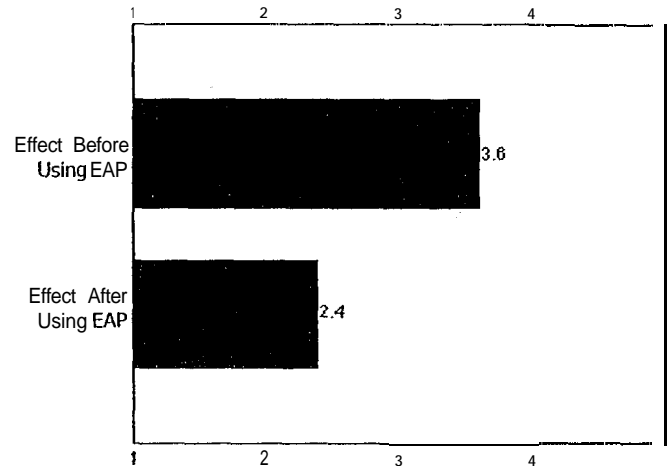
Reporting Period: 12/1/2003 to 7/31/2004
Year-To-Date Reporting Period: 12/1/2003 to 7/31/2004

Clinical Case Outcomes*

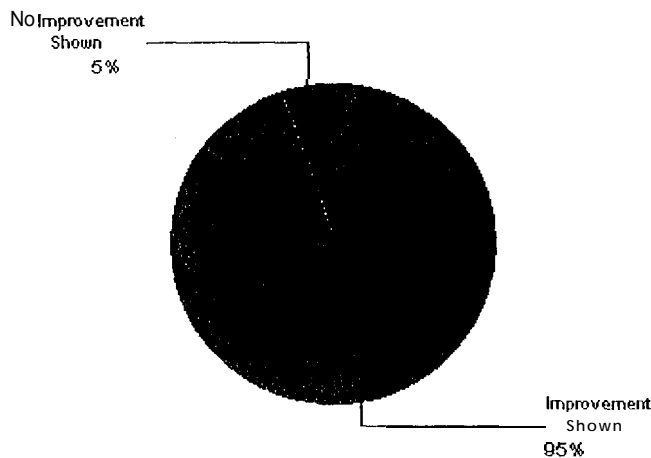
Self-Reported Helpfulness of EAP
in Resolving Issue



Self-Reported Effect of Issue on
Work Performance



Provider Reported Rating of Client **Improvement**



*In order to protect client confidentiality, clinical outcome and satisfaction statistics are based on data across all Claremont groups. This data reflects surveys received over the previous 90 day period, and is refreshed monthly.

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIRST AMENDMENT TO CONTRACT NO. 02-02
FOR EMPLOYEE ASSISTANCE PROGRAM SERVICES**

This First Amendment to Contract No. 02-02 for Employee Assistance Program Services is made effective December 1, 2004 between the Santa Cruz Metropolitan Transit District, a political subdivision of the State of California ("District") and Claremont Behavioral Services. ("Contractor").

I. RECITALS

- 1.1 District and Contractor entered into a Contract for Employee Assistance Program Services ("Contract") on December 1, 2002.
- 1.2 The Contract allows for the extension upon mutual written consent.
- 1.3 Contractor has offered additional program services and deletion of one program service.
- 1.4 Contractor requested a rate increase for the new contract term.

Therefore, District and Contractor amend the Contract as follows:

II. TERM

- 2.1 Article 4.01 is amended to include the following language:

This contract shall continue through November 30, 2005. This Contract may be mutually extended by agreement of both parties.

III. COMPENSATION

- 3.1 Article 5.01 is amended to include the following language:

Effective December 1, 2004, District shall compensate Contractor at a rate of \$3.20 per employee per month.

IV. PROGRAM SERVICE CHANGES

- 4.1 Effective December 1, 2004, the following service programs are added:
 - School/College Assistance
 - Pet Care Referrals
 - Adoption Assistance
- 4.2 Effective December 1, 2004, the following service program is deleted:
 - Medical Advice Line

V. REMAINING TERMS AND CONDITIONS

5.1 All other provisions of the Contract that are not affected by this amendment shall remain unchanged and in full force and effect.

VI. AUTHORITY

6.1 Each party has full power to enter into and perform this First Amendment to the Contract and the person signing this First Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this First Amendment to the Contract, understands it, and agrees to be bound by it.

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
CLAREMONT BEHAVIORAL SERVICES.

BY _____
Tom Bjornson
President, CEO

APPROVED AS TO FORM:

Margaret R. Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 24, 2004

TO: Board of Directors

FROM: Robyn D. Slater, Human Resources Manager

SUBJECT: CONSIDERATION OF MODIFICATION TO CURRENT CLASS SPECIFICATION (JOB DESCRIPTION) OF THE PARTS CLERK TO REPLACE THE CLASS B DRIVER'S LICENSE REQUIREMENT WITH A CLASS C DRIVER'S LICENSE REQUIREMENT

I. RECOMMENDED ACTION

It is recommended that the Board of Directors approve the removal of the requirement for a class B driver's license for the Parts Clerk position and instead require a class C driver's license. The position will then conform with the other position in the job class.

II. SUMMARY OF ISSUES

- Very few candidates applied for the Parts Clerk position last time a recruitment was conducted.
- None of the other positions in that job class, Receiving Parts Clerk, Lead Parts Clerk and the Supervisor of Parts and Materials are required to have a class B driver's license.
- The Fleet Manager has stated there is not a departmental need for a class B license.

III. DISCUSSION

As a result of vacancies, recruitment for the Parts Clerk position has occurred twice within the last two years. METRO received a small number of applications for each recruitment. Eliminating the need for a class B license may increase the number of qualified applicants" Management has discussed this change with Union representatives who agree with the proposed change.

IV. FINANCIAL CONSIDERATIONS

There is no cost associated with this change.

5-16.1

V. ATTACHMENTS

Attachment A: Proposed class specification (job description) for the Parts Clerk

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PARTS CLERK

DEFINITION

Under supervision, maintains the Fleet Maintenance Division parts room(s), including the requisitioning, receiving, inspecting, stocking, issuing of all materials, supplies, vehicle parts and related special equipment and tooling used in the support of the District's revenue and non-revenue vehicles; performs annual and perpetual inventory of Division parts, materials, supplies and fixed assets in accordance with District's MIS inventory control modules; performs other related duties as assigned.

EXAMPLES OF DUTIES

Issues Fleet Maintenance Division purchase requisitions, receives, inspects and stocks all required parts, materials and supplies.

Identifies and requests parts, materials and supplies by researching catalogues, parts manuals and other available sources.

Issues parts, materials and supplies to requesting Division departments and records all transactions.

Issues the Division's specialized equipment and tooling to Division personnel.

Utilizes District's MIS program to perform daily inventory control functions, including posting of receipts, monitoring of issuances and other data maintenance.

Performs perpetual inventory of parts, materials and supplies.

Assists in vendor selection and monitoring of vendor performance.

Maintains a clean, orderly and safe parts room.

Maintains Division's specialized equipment, tooling and inventory assets and performs an annual inventory.

Delivers or pick up parts, materials and supplies from one or more locations.

May work at either the Watsonville or Santa Cruz facility as required by Division needs.

Performs duties of the Receiving Parts Clerk as required.

EMPLOYMENT STANDARDS

Knowledge of:

- Principles and functions of transit diesel engine operation.
- Electrical, pneumatic and hydraulic systems.
- Basic principles and practices of transit and automotive storekeeping and parts inventory methods.
- Mechanical tools, parts, supplies and related transit support equipment.

Ability to:

- Identify mechanical tools, parts, supplies and related transit support equipment.
- Read and comprehend technical parts manuals and schematics.
- Read and legibly write English.
- Work shift, including weekdays, nights and weekends.
- Work well with others.
- Work under deadlines and schedules.
- Learn and effectively use the District's computer hardware and software.
- Make arithmetical computations rapidly and accurately on an adding machine or electronic calculator.
- Keep and maintain accurate records.
- Physical stamina to lift heavy objects and perform duties of the position.

Training and Experience

A minimum of three years of full-time work experience as a parts clerk performing the receipt, issuance and inventory of automotive and heavy duty transit parts.

Special Requirements

Possession of a Class-B **C** California driver's license or ability to obtain one.

Ability to be available for emergency or call-back duty, 24 hours a day, seven days a week.

5-16.92

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

NOTICE OF ACTION TAKEN IN CLOSED SESSION MEMORANDUM

DATE: September 10, 2004

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: Notification Of Actions Taken In Closed Session Regarding The Following
Claims On The Dates Indicated:

Settlement with Guillermo Chavez on June 24, 2004

Settlement with Guillermo Chavez

On June 24, 2004, in closed session you authorized a full and final settlement of the litigation matter, Chavez, et al v. Santa Cruz Metropolitan Transit District, et al; Santa Cruz Superior Court Case No. CV140478 in the amount of ten thousand dollars (\$10,000.00), for a Personal Injury, Employment and Civil Rights Violation complaint filed against METRO and several METRO employees on March 16, 2001. The following Directors authorized the settlement: Beautz, Hinkle, Keogh, Reilly, Skillicom, Stone, Spence and Tavantzis. Directors Ainsworth, Norton and Rotkin were absent. Pursuant to this direction, a fully executed release was received from the litigant and his attorney. District warrants were issued and a Dismissal with Prejudice was entered in the Santa Cruz Superior Court on August 20, 2004.

BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No. _____

On the Motion of Director:

Duly Seconded by Director: _____

The Following Resolution is adopted:

**A RESOLUTION OF
APPRECIATION AND REMEMBRANCE FOR THE SERVICES OF
BART CAVALLARO AS A MEMBER OF THE BOARD OF DIRECTORS
FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

WHEREAS, the Santa Cruz Metropolitan Transit District was formed to provide public transportation to all of the citizens of Santa Cruz County, and

WHEREAS, the provision of public transportation service requires a dedicated policy board, and

WHEREAS, the City of Scotts Valley, requiring a representative with expertise, commitment, and dedication appointed Bart Cavallaro to serve in the position of Director, and

WHEREAS, Bart Cavallaro served as a member of the Board of Directors of the Santa Cruz Metropolitan Transit District for the time period of 1981 to 2000 including serving as Chair in 1984, 1991, and 1992, and

WHEREAS, Bart Cavallaro provided the Santa Cruz Metropolitan Transit District with dedicated service, guidance, and leadership during his terms of office, and

WHEREAS, Bart Cavallaro served the Santa Cruz Metropolitan Transit District with distinction, and

WHEREAS, the service provided to the citizens of Santa Cruz County by Bart Cavallaro resulted in safe, reliable, quality public transportation being available in the most difficult of times, and

WHEREAS, during the time that Bart Cavallaro served in the position of Director, METRO expanded service, developed new facilities, purchased new equipment, improved ridership, and enhanced the alternative transportation options for the citizens of Santa Cruz County, and

WHEREAS, the quality of life in Santa Cruz County was improved dramatically as a result of the exemplary service, tireless support, and unwavering leadership provided by Bart Cavallaro and,

WHEREAS, Bart Cavallaro passed away on August 31, 2004.

5-19.1

NOW, THEREFORE, BE IT RESOLVED, that in recognition of service and commitment, the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby posthumously commend Bart Cavallaro for efforts in advancing public transit service in Santa Cruz County and expresses sincere appreciation on behalf of itself, METRO staff and all of the citizens of Santa Cruz County.

BE IT FURTHER RESOLVED, that a copy of this resolution be presented to the Family of Bart Cavallaro and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this _____ day of _____ by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED _____ - -

Emily Reilly
Chairperson

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

5-19.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 24, 2004
TO: Board of Directors
FROM: Robyn Slater, Human Resources Manager
SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors recognize the anniversaries of those District employees named on the attached list and that the Chairperson present them with awards.

II. SUMMARY OF ISSUES

- None.

III. DISCUSSION

Many employees have provided dedicated and valuable years to the Santa Cruz Metropolitan Transit District. In order to recognize these employees, anniversary awards are presented at five-year increments beginning with the tenth year. In an effort to accommodate those employees that are to be recognized, they will be invited to attend the Board meetings to receive their awards.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Employee Recognition List

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
EMPLOYEE RECOGNITION

TEN YEAR

None

FIFTEEN YEARS

A. John Daugherty, Accessible Services Coordinator

TWENTY YEARS

None

TWENTY-FIVE YEARS

Michael T. Steber, Bus Operator

THIRTY YEARS

Roy G. Brogdon, Supervisor of Revenue Collection

September 19, 2004

TO' SMDT Board of Directors

From: Pat Spence

RE: Item 7 - Paratransit Coordination Task Force report

Progress Report – completed meetings in May, June, August, September

Upcoming meetings – October, November (Work Plan goal - Formulate Plan and Responsibilities), and December (Work Plan goal -Finalize Plan And Review Recommendations for RTC/SCMDT/CB)

Work Plan/Goals issue	Presented/on agenda		Recommendation/result
<u>May meeting</u>	Discussed draft work plan, goals and issues meeting schedule,		Agreed on how meeting to be conducted, motion/second/ majority vote carries
<u>June Work Plan meeting</u>			
Review Specialized Transportation Services in Santa Cruz County	Matrix/spreadsheet listing services provided by various agency		Motion to approve as a "working" document
Review local an statewide programs and identify potentially applicable programs	<ul style="list-style-type: none"> • Paratransit Inc Sacramento in-person presentation • Los Angeles Access • Riverside • Metropolitan Transportation Commission (Santa Rosa, Napa Co., Oakland, San Mateo, San Francisco, Los Altos, Mt View) • San Diego STRIDE • Orange County • Portland, Maine • Reno, Nevada • Lane County Oregon 	<ul style="list-style-type: none"> • In-person presentation • Not discussed • Not discussed, more comprehensive study presented to committee by Paul-Marcelin-Sampson (to the best of my recall, will confirm) • Not discussed • Not discussed • Not discussed • Not discussed • Not discussed • Not discussed • Not discussed 	No formal motions or final recommendations
<u>July – no meeting</u>			

<u>August meeting</u>	<ul style="list-style-type: none"> • Presentations by Bryant Baehr, SCMDT Operations manager regarding in-house Para Cruz transition, presented FAQ's • Presentation by Sam Story, Community Bridges Executive Director, presented FAQ's • Other agencies' legal mandates continued to September 		Committee members recommended outreach to customers, social service agencies (see page 3)
<u>September meeting</u>	<ul style="list-style-type: none"> • METRO responses to suggestions • Presentation by Peg Gallagher ADA mandates, legal requirements regarding eligibility, service area, service delivery criteria • Community Bridges and MediCal legal mandates continued to October 		<ul style="list-style-type: none"> • See page 5
<u>Goal 1</u> The system will use funding as efficiently and effectively as possible			
<ul style="list-style-type: none"> • How to manage eligibility under various programs (clear criteria, centralized information and/or registration) 	Eligibility has been discussed in relation to ADA eligibility		No formal motions or final recommendations

LIFT LINE

Questions Regarding Transfer of ADA Service from Lift Line to METRO

Q. What is Lift Line?

A. Since 1980, the Community Bridges Lift Line program had provided accessible transportation through various community programs. We provide Santa Cruz County residents who are disabled, elderly or frail with rides to medical appointments, educational facilities, pharmacies, grocery stores, work, special events, etc.

Q. What is the relationship between Metro and Lift Line?

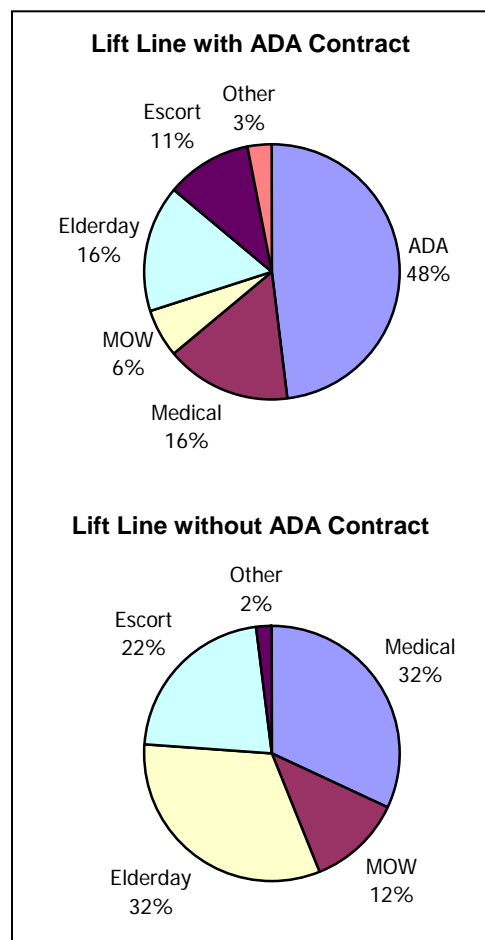
A. Lift Line is a program of the non-profit agency Community Bridges. Lift Line is designated as the Consolidated Transportation Service Agency (the CTSA) for Santa Cruz County. CTSA is state designation given to Lift Line by the State and is used to encourage consolidation of social service transportation. Since 1980, the Santa Cruz Metropolitan Transit District (METRO) has been contracting with Lift Line to provide ADA (American's with Disabilities Act) rides to elderly and disabled residents of Santa Cruz County.

Q. What are ADA Rides?

A. ADA or American's with Disability Act rides are just one of many types of rides that are provided by Lift Line. The ADA requires that all transit districts across the county (Metro is the transit district for Santa Cruz County) provide a transportation service for disabled individuals that is comparable to the service provided for able-bodied individuals. In the past, Metro has been contracting with Lift Line to provide that service. ADA rides only comprise 48% of the total rides provided by Lift Line and only 44% of the funding that we receive.

Q. What will it mean to Lift Line once Metro takes over the ADA Rides?

A. Lift Line is alive and well. In fact, we're stronger now since we won't be tied down with the expensive ADA contract with Metro. Lift Line will continue to provide rides to disabled and elderly people of our community, although we will not provide rides through the ADA ParaCruz program. Even without the ADA rides, Lift Line will continue to provide over 100,000 rides a year to Alliance medical appointments, Elderday Adult Day Health Care, Meals on Wheels senior dining sites, Transportation Development Act (TDA) rides, Stroke Center and much more. We also have the flexibility to provide other types of rides to the community as needs arise. We will focus on continuing to fulfill unmet transportation needs in Santa Cruz County, e.g. out of ADA service area; same day; and others.



LIFT LINE

Q. Why did Metro take back the ADA contract? Did Lift Line do something wrong?

A. Lift Line did not do anything wrong to prompt Metro to terminate the contract. Our performance has exceeded standards in all areas including phone hold time, productivity, and punctuality according to Metro's own evaluation. (Source: SCMTD Board Minutes 1/23/04)

Q. How does the termination of the ADA contract affect Lift Line's funding?

A. We have always approached our transportation services with the client at center stage and have consistently advocated for one centralized service provider for all paratransit services for the disabled and frail elderly.

This arrangement, however, had become a significant hardship for Lift Line and Community Bridges. Why? Because the ADA funding through Metro was not sufficient to cover the cost of providing the ADA rides. While the termination of the contract reduces Lift Line's revenue, it staunches a major hemorrhage of our resources. Our program finances are actually improved with the new arrangement.

Q. Who should clients call for a ride?

A. Prior to November 1, 2004, clients should continue to call Lift Line at 425-1558 or 688-9663. Beginning November 1, clients seeking ADA rides should contact Metro at 425-4664. Clients seeking other types of rides should continue to call Lift Line for reservations.

Q. What if I don't know which type of ride I need?

A. Clients who normally pay \$3 per ride are probably using the ADA service and can contact Metro for reservations after November 1st. Clients who do *not* normally pay for their rides should continue to call Lift Line for reservations. If you are unsure of which type of ride you are seeking, please feel free to contact either Lift Line at 425-1558 or 688-9663 or Metro at 425-4664. We are planning to build in the ability to transfer calls between Lift Line and Metro so that clients who have mistakenly called the wrong agency can be efficiently connected to the right one.



(METRO'S) Frequently Asked Questions Concerning ParaCruz

1. What is ParaCruz?

The Santa Cruz Metropolitan Transit District (METRO) offers a shared ride, door-to-door paratransit service as a complement to its regular fixed route bus service in compliance with the Americans with Disabilities Act (ADA). This service operates under the name "METRO ParaCruz". ParaCruz service is for persons certified as unable to use the fixed route bus service.

2. I hear that METRO is taking over ParaCruz Service. Is that Correct?

ADA Complementary paratransit (locally known as ParaCruz) has always been a METRO service. From 1992 to November 01, 2004, METRO has contracted with Community Bridges to perform ParaCruz service. On November 01, 2004, METRO will begin direct operation of ParaCruz. METRO will deliver approximately 70% of all ParaCruz trips directly, using METRO ParaCruz vehicles. Contractors will perform the remaining trips.

3. What is the difference between METRO ParaCruz and Lift Line?

METRO ParaCruz is the ADA mandated service provided to individuals certified as unable to access the fixed route service as a result of permanent or temporary physical, cognitive, or psychiatric disability. This civil right is regulated and monitored by the Department of Justice.

Since 1980, the Community Bridges Lift Line program has provided accessible transportation through various community programs. They provide Santa Cruz County residents who are disabled, elderly or frail with rides to medical appointments, educational facilities, pharmacies, health facilities and senior service programs. Lift Line also provides taxi scrip at discounted rates for seniors to use for any destinations.

4. What will happen to Lift Line?

In a letter to the Regional Transportation Commission's Elderly and Disabled Transportation Advisory Committee dated August 10th, 2004, Community Bridges says: "Lift Line is a live and well. In fact, they are stronger now since they won't be tied down with an expensive contract with METRO. Lift Line will continue to provide rides to disabled and elderly people of the community, although we will not provide rides through the ADA ParaCruz program. Even without the ADA rides, Lift line will continue to provide over 100,000 rides a year to Alliance medical appointments, Elderday Adult Day Health Care, Meals on Wheels senior dining sites, Transportation Development Act (TDA) rides, Stroke Center and much more. Lift Line also has the flexibility to provide other types of rides to the community as needs arise."

5. What happens to the Drivers, Schedulers and Dispatchers at Lift Line when METRO starts running ParaCruz on November 01, 2004?

Drivers, Schedulers and Dispatchers at Lift Line, which are represented by the United Transportation Union (UTU) Local 23, can apply for METRO employment. For those that wish to work for METRO, an agreement has been reached with UTU Local 23 to recognize their wages, seniority and sick leave accruals.

6. Is METRO going to reduce ParaCruz service once the transition occurs?

METRO ParaCruz service is linked to the fixed route bus service. When there are reductions in the fixed bus service, there may be changes in ParaCruz service. On September 08, 2004 METRO is eliminating over \$700,000 in fixed route bus service that does have an impact on ParaCruz service.

7. Are there going to be any policy changes once METRO begins directly operating ParaCruz?

No. METRO's Board of Directors must authorize policy changes to the ParaCruz service. For information concerning the ParaCruz service, policies and guidelines, please refer to the ParaCruz Customers Guide.

8. Will METRO raise the ParaCruz fare once METRO operates ParaCruz directly?

No. The one-way ParaCruz fare is twice the regular one-way fixed route bus fare, currently \$3.00. Should the fixed route bus fare change, the ParaCruz fare is subject to change.

9. How do I make a reservation for a ParaCruz ride?

Certified riders can reserve ParaCruz rides from one to fourteen days in advance of a trip. Reservation phones (currently 425-1558 and **as of November 01, 2004 425-4664**) are open every day (except holidays) from 8:00 AM to 5:00 PM. If you need to call on a holiday to request a ride for the next day, you may leave a message with your request. The scheduler will call you back that evening between 5:00 PM and 9:00 PM to confirm your ride.

10. How do I qualify for ParaCruz?

ParaCruz service is available to anyone certified as unable to use fixed route bus service as a result of permanent or temporary physical, cognitive, or psychiatric disabilities. If you are interested in applying for ParaCruz service, please contact the ParaCruz Department at 425-4664.

11. What is the ParaCruz service area?

ParaCruz service is provided within 3/4 mile of the METRO fixed route bus service.

12. After the change, what if I don't know which type of ride I need?

Customers who normally pay \$3.00 per ride are probably using ParaCruz and after November 01, 2004 you will call 425-4664 to reserve a ride. Passengers who do not normally pay for a ride should continue to call 425-1558 to schedule a ride. Seniors who use taxi scrip will continue to contact Lift Line. METRO and Community Bridges are working together to transfer calls between the two agencies so customers who have contacted the wrong agency can be transferred to the right contact person.

13. If I can any questions, who call I call concerning ParaCruz?

You can contact the ParaCruz staff at (831) 425-4664.

**Suggestions from the 8/18/04 Paratransit Coordination Task Force for
Santa Cruz Metropolitan Transit District and Community Bridges
(Includes Answers – Document was distributed @ 9/15/04 Meeting)**

1. Develop a policy for rides home (if no fare, car seat, etc. available)
 - METRO will ensure that the appropriate equipment is dispatched based on the customers needs.
 - METRO will develop operational guidelines for ParaCruz customers that, due to circumstances beyond their control, find themselves needing a ride home and do not have the appropriate fare.
2. Meet with service/social workers at care facilities.
 - Community Bridges and METRO will jointly identify the top twenty (20) care facilities that generate ParaCruz activity and schedule meetings to discuss the transition and other services. For care facilities that generate lower demand, the ParaCruz staff will contact the service / social workers and discuss the transition via phone, e-mail or mail material as requested. The top twenty (20) pick-up or drop locations are:

Stroke Center, Dialysis Center (Santa Cruz), Oak Tree Villa, SC Medical Clinic, Dominican (610 Frederick Street), Cabrillo College, Pleasant Care, Dialysis Center (Watsonville), Santa Cruz Health Care, Pacific Coast Manor, Doctors offices (1595 Soquel Drive), Independence Square, Dominican Hospital (1555 Soquel Drive), Driftwood, Soquel Leisure Villa, Cindys Celebrations, Brommer Manor, Twin Lakes Church and the Senior Network Services.
3. Develop outreach materials in Spanish, sight impaired, etc. versions.
 - Community Bridges and METRO will work on this project together to ensure that materials are generated in an accessible format at the request of a customer.
4. Send outreach materials to agencies, residential facilities, libraries, Salude Para le Gente, Transit Centers, etc (RTC list).
 - Community Bridges and METRO will distribute materials to the agencies as recommended by the Regional Transportation Commission.
5. Train Metro Center staff and operators/dispatchers at both Metro and Community Bridges to provide transition info.
 - Community Bridges and METRO will train staff to answer transition questions and provide information concerning services provided or the contact information so the customers questions can be answered.
6. Send outreach materials also to emergency contacts for ADA Paratransit clients and facility residents.
 - METRO will reach out to the ParaCruz customers by sending materials to the current addresses, and if known, the place of actual residence. METRO will also include an emergency contact information sheet for the ParaCruz customers to complete detailing emergency contact information and addresses. METRO does not have emergency contact address information on file. Emergency contact information collected include the persons name – phone number only. However, METRO

has found that some customers who have a designated contact person for legal – personal issues list their address for correspondence.

7. Consider contractual relationships with private operators or others to share costs for rides outside the ADA Paratransit service area.

- Any additional services will need to be considered by the METRO Board of Directors.

8. Identify/Quantify the demand for rides outside the ADA Paratransit service area (not served by other programs).

- This is an important question and finding the answer will provide valuable information. METRO would recommend that the Paratransit Task Force address this suggestion.

9. Hold a forum to disseminate information, taped by Community TV.

- Community Bridges and METRO need clarification as to the target audience and content for the proposed Community TV taped forum.

10. Develop a laminated placard for residential care facilities, medical establishments, etc. with all ride phone numbers.

- Valuable Suggestion. Community Bridges and METRO would recommend that the Paratransit Taskforce coordinate this suggestion due to the number of providers and services offered.

11. Use existing newsletters (Alliance for Health, CCCIL, etc.).

- Community Bridges and METRO would be happy to send transition information to CCCIL and the Alliance for incorporation in their existing newsletters, as they feel appropriate. We would also ask the Paratransit Coordination Task Force for suggestions so the outreach can be expanded.

12. Put ads in buses.

- METRO will place transition information inside the buses. Since very few METRO ParaCruz customers use the bus, METRO will place transition information in ParaCruz vans as well.

13. Use outreach as an opportunity to create longer term system changes.

- METRO and Community Bridges need further clarification of this suggestion.

14. Consider annual or regular outreach mechanisms.

- Community Bridges and METRO will work together to prepare an annual outreach processes. METRO and Community Bridges would appreciate any input from the Paratransit Coordination Task Force.

15. Identify liability responsibility for people transferring between other specialized transportation services and ADA Paratransit.

- The act of accepting a fare and the boarding of a METRO vehicle constitutes the acceptance of liability should negligence occur by METRO.

16. Develop a “how to explain this” guide for agency staff.

- METRO has the ParaCruz Customers Guide and the Regional Transportation produces a guide to specialized transportation. METRO’s Customer guide combined with the Guide to Specialized Transportation has the necessary information describing services provided and contact information. Lift Line will provide its staff with a guide to explaining the array of paratransit services in Santa Cruz County. METRO would appreciate any input from the Paratransit Coordination Task Force concerning outreach to customers and/or providers.

17. Define target market and develop appropriate outreach components.

- Community Bridges and METRO will be working together to provide as much outreach as possible. Input from the Paratransit Coordination Task force would be appreciated in identifying additional target markets.

18. Metro could communicate (memo) to Community Bridges information about using the transit centers as ADA transfer points, since centers have amenities.

- Community Bridges and METRO are discussing this issue. We are working together to determine transfer points that provide safe transfer opportunities.

19. Information about the big picture and transition details should also be sent to Community Bridges clients.

- Community Bridges will prepare and distribute information for clients served by other programs. Also, Community Bridges has a Communications Plan which it will be implementing; copies will be made available at the Paratransit Coordination Task Force meeting.

20. Re-issue ADA Paratransit cards with new phone numbers and/or distribute (rolls of) stickers with new phone numbers.

- Good Idea. METRO ParaCruz will be distributing updated identification cards in mid-October that will incorporate the new ParaCruz phone number.

21. Consider whether TDA funds can be used for ‘out of service area’ trips.

- The Regional Transportation Commission regulates the use of TDA funds. Community Bridges reports that a portion of TDA funds are being used for “out of service area” trips.

22. Distribute magnets with new phone numbers.

- Another good idea. Community Bridges and METRO will work together on this project to determine the costs and a completion date.

23. Post changes to the Santa Cruz Network of Care website.

- METRO will provide a web-site link to the Santa Cruz Network of Care web-site coordinator.

24. Discourage systems that encourage seniors and people with disabilities to live in remote areas where transportation services are less efficient.

- Although we agree that it is more difficult to live in an area where there is less transportation service we would hope that the Paratransit Coordination Task Force would look at this issue. We are reluctant to start a process that could have the appearance of dictating where people should live. We believe that further discussion is necessary on this issue.

Final

**Paratransit Coordination Task Force
Minutes - Meeting # 3**

August 18, 2004, 2:00 to 5:00 pm

ABC Rooms of the Santa Cruz Civic Auditorium

Members Present:

Michael Bradshaw
Scott Bugental
Richard Camperud
Barbara Flynn
Kathleen Johnson
Clay Kempf
Paul Marcelin-Sampson
Roger McKowan
Eileen Pavlik
Dennis Papadopulo
Emily Reilly
Carmen Robles
Ernestina Saldana
Pat Spence
Ellen Timberlake
Adam Tomaszewski
Arturo Zamudio

Alternates Present (* = voting):

Kirk Ance *
Manual Coto *
Steve Kudlak *
James Monroe
Bonnie Morr
Andy Schiffrin

Staff Present:

Bryant Baehr, Metro
Robyn Brown, Yellow Cab
Peggy Gallagher, Metro
Steve Paulson, Metro
Karena Pushnik, SCCRTC
Tegan Speiser, SCCRTC
Link Spooner, Community

Bridges

Sam Storey, Community Bridges
Les White, Metro

Others/Guests Present:

Barbara Jackson
Trudy Jackson

1. Introductions

Attendees introduced themselves.

2. Oral Communications

Barbara Jackson suggested that Lift Line services include reasonable accommodation for hearing impaired individuals and that information about this disability be included in computer records for clients. She also asked that Metro and ADA materials be mailed rather than only available at transit centers.

Paul Marcelin-Sampson announced that Pat Spence would arrive tardy due to a late ride pick up.

Dennis Papadopulo requested that something be done for his wheelchair-using friend in the Pleasant Care facility who has a difficult time visiting his mother because she lives ¼ mile past the bus stop. This item was discussed further with the ADA Paratransit Service item.

Karena Pushnik distributed an updated draft of the Existing Services matrix noting that the chart will continue to be updated as new information becomes available.

Mardi Wormhoudt said that she has had many conversations with people about paratransit issues and reminded attendees that the Task Force had come about to try to address practical problems. She expressed hope that the Task Force can help create a plan that provides efficient, effective and compassionate transportation services. She asked members to set aside bad feelings, mistrust and frustration, and use their talents to look toward the future and the long term.

3. Additions/Deletions to the Agenda

Karena Pushnik distributed additional materials for Item #5.

Pat Spence requested that future agendas include consent and regular agendas so that items that are not discussed can still be formally accepted. There was no objection.

Ms. Spence also asked why the minutes, Item #4, included the Goals/Issues and Work plan when they were also attached to Item # 5. They were considered in Item #5.

4. Approve Minutes of June 16, 2004 Paratransit Task Force Meeting

(Kempf/Robles, with 1 abstention and 2 no votes to Attachment 1) - Approved the minutes with the following amendments:

- Change IHHS to IHSS defined as In Home Support Services
- Add Bryant Baehr to the list of attendees

Paul Marcelin-Sampson distributed his assessment of changes to Attachment 1, the presentation by Paratransit Inc and additional research he has conducted.

5. Mandates and Program Changes

Mardi Wormhoudt provided an overview and explained that planned changes in the provision of ADA Paratransit services warranted discussion and thus a deviation from the work plan. Karena Pushnik described the background materials on legal requirements were provided in the packet about ADA Paratransit, Medi-Cal and the Consolidated Transportation Service Agency.

Additional materials about the Volunteer Center, Cabrillo College and UCSC specialized transportation program requirements were distributed at the meeting.

Emily Reilly requested that the Task Force do its best to move forward as a group reminding the attendees that regardless of who provides the rides, the goal is to provide the best service for the people that need it. She noted that she has been given unanimous direction from the transit board to find out about people's fears, issues and problems, and find solutions. She encouraged people to be forthright and to express their ideas about ways to build trust.

Scott Bugental cited the adage "actions speak louder than words" and requested that the transit board follow through with expressed community interests.

Adam Tomaszewski felt confident that, once the programs are separate, complaints could be better directed to separate agencies (Community Bridges and Metro). He also noted that seniors are currently confused about the future of specialized transportation to meet their needs.

Mardi Wormhoudt asked whether there were changes to the Work Plan and Goals/Issues. There were none.

Bryant Baehr provided an overview of the ADA Paratransit/ParaCruz transition plan and distributed a list of Frequently Asked Questions (FAQs). He noted that: operation of ParaCruz will be fully transitioned to Metro on November 1; space has been leased at 2880 Research Park Drive; transition agreements have been made with the drivers union representing both Metro and Community Bridges; a transition agreement is in place with Community Bridges; Requests for Proposals are out for supplemental service providers (assuming that 1-2 providers will carry 20-30% of the rides), a new telephone system and a mobile communication system; a seamless phone connection between the two agencies has been planned; three new larger vehicles will arrive soon; nineteen vans in storage are being prepared for service; Community Bridges drivers can apply for ParaCruz positions; and a letter has been sent to current clients with information and the new phone number. The plan is to contact current ParaCruz clients a total of three times between now and November. The only update needed to the current ParaCruz Guide (policies and procedures) is the new phone number.

Kathleen Johnson asked what kind of outreach will be provided to 38 residential care facilities and 10 skilled nursing care facilities. Bryant answered that Metro plans to provide information in September to the primary trip generators for ParaCruz.

Michael Bradshaw expressed concern that people who don't read, have cognitive disabilities, use TTY, speak Spanish, etc will have a hard time getting the needed information.

Ellen Timberlake wondered why a supplemental service provider is necessary. Bryant noted that it can be more cost effective to have private operators provide service early in the morning, late at night or on weekends.

Adam Tomaszewski requested that the FAQs for ParaCruz also include information about Community Bridges programs. Bryant suggested that the FAQs for both Community Bridges and ParaCruz be combined for the next wave of outreach to avoid confusion. Sam Storey noted that dispatch operators have also been instructed to provide information about the changes in services.

Michael Bradshaw asked whether the funding for any of the other types of specialized transportation services would be affected by the ParaCruz transition. Bryant answered that he didn't think so.

Clay Kempf wondered whether the several hundred thousand dollar operating deficit experienced by Community Bridges in FY 2002-03 can be paid back by Metro now that Community Bridges will no longer be providing ADA Paratransit services. Sam Storey indicated that Community Bridges will benefit financially by not providing ADA paratransit services and that they may be able to provide more community rides. Bryant answered that Metro had a competitively bid contract with Community Bridges for service and that Metro is not responsible for the deficit.

Sam Storey noted that a possible unintended consequence of the new operations configuration is that private operator and driver availability capacity could be affected. In addition, there could be potential impacts on other services.

Mardi Wormhoudt asked whether a greater percent of service will now be delivered by independent contractors. Bryant answered that currently 55-60% of ParaCruz service is subcontracted to private operators and estimates are that in the future private operators will carry 20-30% of all ParaCruz rides. Mardi also asked whether there will be a net increase in jobs, and both Sam and Bryant answered that they thought it there would be a net increase in jobs.

Tegan Speiser asked for clarification about the total number of ParaCruz clients. Bryant answered that there are 3,600 people in the database and 1,000 frequent users, averaging about 230 trips per day.

Scott Bugental requested clarification about the future of an existing policy that allowed people a ride home if they couldn't pay. Bryant answered that Metro will make every attempt to avoid stranding people, but will be sensitive to patterns. Les White noted that it is likely that staff will make recommendations to the Metro Board at their August, September and October meetings about various ParaCruz policy issues.

Sam Storey provided a presentation about the transition plan from Community Bridges' perspective referring to the FAQs included in the packet. He stated that the approximately 100,000 annual non-ADA rides (Alliance/Medi-Cal, Senior Meal Site, Elderday, TDA, etc.) will continue and that Community Bridges will strive to fill unmet needs in the community beyond ADA Paratransit.

Clay Kempf asked whether Metro intended to pursue funding sources currently used by Community Bridges. Bryant answered that they are currently focused on complying with the law and transitioning ADA ParaCruz and that no other commitments can be provided. The Metro board has not discussed this topic.

Andy Schiffrin asked whether rides will be provided for trips originating outside the ParaCruz service area and whether it will be a connection to ParaCruz or a continuous ride. Sam responded that TDA funds are not sufficient to fulfill requests for all trips throughout the county and, thus far, has focused on medically necessary rides. Bryant will look into the current practice of people getting on and off the vehicle at the service area border and related future policies. Paul Marcelin-Sampson wondered whether Metro perceived an equity difference between bus riders transferring and paratransit riders transferring.

Karena Pushnik will research kinds of contractual/cost sharing arrangements that exist in other areas of the state for rides connecting to ADA Paratransit.

Some attendees provided the suggestions to Metro and Community Bridges to assist with the transition of ADA ParaCruz operations (Attachment 1). ***Both agencies will provide a response to these suggestions to be included in the next Task Force meeting packet.***

The committee decided to postpone the Metro Legal Mandates portion of this item to the next month's agenda due to the lack of time.

6. Upcoming Unmet Paratransit/Transit Needs Public Hearing

Karena Pushnik provided an overview of the purpose of defining Unmet Paratransit and Transit Needs, noting their function as both short and long range needs. She noted that input was received from the Elderly & Disabled

Transportation Advisory Committee, Santa Cruz Metropolitan Transit District, Metro Advisory Committee and the Metro Accessible Services Transit Forum to develop a draft list of needs. The Regional Transportation Commission will hold a public hearing on this topic during their September 2 meeting at 9:30 am at the County Government Center to receive additional testimony.

Mardi Wormhoudt asked attendees whether an integrated system run by one agency might be more efficient in the long term. Many agreed with that vision but would need to know more about the financial implications. A long term integration goal with phased interim goals could be a good approach. *The group agreed to work toward a definition or vision of what success would look like.*

7. Review Specialized Transportation Program/CTSA Structure in Other California Communities – Continued from 6/16/04 meeting

This item was again continued.

8. Accept Information Items

- a. Updated Draft Matrix of Existing Services
 - This item was distributed earlier in the meeting.
 - *Information items from the 6/16 agenda were requested to be included in the September agenda: Disability and age data from 2000 census, Projections through 2050 of people over 65 in Santa Cruz County*

7. Confirm Next Meeting

- a. The next meeting date and time & place was confirmed:
Wednesday, September 15, 2004 from 2:00 – 5:00pm at the Santa Cruz Civic Auditorium, ABC Room, 307 Church Street, Santa Cruz.
- b. Agenda Items:
Chair Wormhoudt confirmed that the next meeting would focus on: 1) Legal mandates for both Metro and Community Bridges; 2) Response to suggestions for ParaCruz service; and 3) Customer Service and Satisfaction

8. Adjourn

The meeting adjourned at 5:00 pm.

Respectfully submitted by:

Karena Pushnik, SCCRTC Staff

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 24, 2004

TO: Board of Directors

FROM: Tom Stickel, Manager of Fleet Maintenance

SUBJECT: CONSIDERATION OF AWARD OF CONTRACTS FOR SUPPLEMENTAL PARATRANSIT SERVICE WITH SANTA CRUZ TRANSPORTATION AND TRANS METRO EXPRESS

I. RECOMMENDED ACTION

District Staff recommends that the Board of Directors authorize the General Manager to execute a contract for Supplemental Paratransit Service with Santa Cruz Transportation and Trans Metro Express.

II. SUMMARY OF ISSUES

- A competitive procurement was conducted to solicit proposals from qualified firms.
- Two firms submitted proposals for the District's review.
- A three-member evaluation committee comprised of District staff reviewed and evaluated the proposals.
- The evaluation committee is recommending that contracts be established with Santa Cruz Transportation and Trans Metro Express to provide supplemental Paratransit service.

III. DISCUSSION

The Santa Cruz Metropolitan Transit District requires the services of qualified contractors to provide supplemental paratransit "ParaCruz" services. The Contractor will be responsible for dispatching and performing ParaCruz trips in a manner consistent with the Americans with Disabilities Act of 1990 Department of Transportation Regulations, and with SCMTD policies and procedures. The Contractor will be responsible for the delivering, tracking, monitoring, and reporting of all paratransit service performed or attempted.

On August 17, 2004, District Request for Proposal, 04-07 was mailed to several firms and was legally advertised. On September 15, 2004, proposals were received and opened from two firms. These firms are listed in Attachment A. A three-member evaluation committee comprised of District staff (Bryant Baehr, Tom Stickel, and Lloyd Longnecker) have reviewed and evaluated the proposals.

The evaluation committee used the following criteria as contained in the Request for Proposals:

Evaluation Criteria	Points Possible
Technical Proposal	25
Cost	25
Qualifications	20
Experience	20
References	10
Total Points Possible	100

The evaluation committee is recommending that the Board of Directors authorize the General Manager to sign contracts with both contractors to provide supplemental Paratransit services. Multiple contractors are being selected to provide ParaCruz service to ensure maximum flexibility and cost containment. Both contractors will provide services meeting all District specifications and requirements.

IV. FINANCIAL CONSIDERATIONS

Funding for this contract is contained in the ParaCruz Operating Budget.

V. ATTACHMENTS

Attachment A: List of contractors responding to the RFP

Attachment B: Contracts with Santa Cruz Transportation and Trans Metro Express

The RFP along with its Exhibits and any Addendums are available for review at the Administration Office of METRO or online at www.scmtd.com.

LIST OF CONTRACTORS RESPONDING TO THE RFP

- 1. Santa Cruz Transportation LLC, 2964 Soquel Avenue, Santa Cruz**
- 2. Trans Metro Express, 1446 21st Avenue, San Francisco**

PROFESSIONAL SERVICES CONTRACT FOR SUPPLEMENTAL PARATRANSIT SERVICES (04-07)

THIS CONTRACT is made effective on November 1, 2004 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and SANTA CRUZ TRANSPORTATION LLC ("Contractor").

1. RECITALS

1.01 District's Primary Objective

District is a public entity whose primary objective is providing public transportation and has its principal office at 370 Encinal Street, Suite 100, Santa Cruz, California 95060.

1.02 District's Need for Supplemental Paratransit Services

District has the need for Supplemental Paratransit Services. In order to obtain these services, the District issued a Request for Proposals, dated August 17, 2004, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Supplemental Paratransit Services and whose principal place of business is located in Santa Cruz, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Supplemental Paratransit Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On September 24, 2004 District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Supplemental Paratransit Services described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Section 13.14.

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated August 17, 2004 including Addendum No. 1 dated September 3, 2004.

B. Exhibit "B" (Contractor's Proposal)

Contractor's Proposal to the District for Supplemental Paratransit Services, signed by Contractor and dated September 7, 2004.

2.02 Conflicts

Where in conflict, the provisions of this writing supersede those of the above-referenced documents, Exhibits "A" and "B". Where in conflict, the provisions of Exhibit "A" supercede Exhibit "B".

2.03 Recitals

The Recitals set forth in Article 1 are part of this Contract.

3. DEFINITIONS

3.01 General

The terms below (or pronouns in place of them) have the following meaning in the contract:

- 3.01.01 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2, and any written amendments made in accordance with Section 13.14.
- 3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued August 17, 2004.
- 3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.
- 3.01.04 DAYS - Calendar days.
- 3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued August 17, 2004.
- 3.01.06 PROVISION - Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the contract that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.
- 3.01.07 SCOPE OF WORK (OR "WORK") - The entire obligation under the Contract, including, without limitation, all labor, equipment, materials, supplies, transportation, services, and other work products and expenses, express or implied, in the Contract.

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed three (3) years and shall commence upon the issuance of the contract by the District.

At the option of the District, this contract agreement may be renewed for two (2) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$450,000 maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a project number provided by the District on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the Contract. Telephone call expenses shall show the nature of the call and identify location and individual called. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal

agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand; or three (3) days after posting, if sent by registered mail, receipt requested; to a party hereto at the address herein under set forth or to such other address as a party may designate by notice pursuant hereto.

DISTRICT

Santa Cruz Metropolitan Transit District
370 Encinal Street
Suite 100
Santa Cruz, CA 95060
Attention: General Manager

CONTRACTOR

Santa Cruz Transportation LLC
2964 Soquel Avenue
Santa Cruz CA 95062
Attention: Owner

7. AUTHORITY

Each party has full power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
SANTA CRUZ TRANSPORTATION LLC

By _____
James Monroe
Owner

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PROFESSIONAL SERVICES CONTRACT FOR SUPPLEMENTAL PARATRANSIT SERVICES (04-07)

THIS CONTRACT is made effective on November 1, 2004 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and **TRANS METRO EXPRESS** "Contractor").

1. RECITALS

1.01 District's Primary Objective

District is a public entity whose primary objective is providing public transportation and has its principal office at 370 Encinal Street, Suite 100, Santa Cruz, California 95060.

1.02 District's Need for Supplemental Paratransit Services

District has the need for Supplemental Paratransit Services. In order to obtain these services, the District issued a Request for Proposals, dated August 17, 2004, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Supplemental Paratransit Services and whose principal place of business is located in San Francisco, California. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Supplemental Paratransit Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On September 24, 2004 District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Supplemental Paratransit Services described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Section 13.14.

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated August 17, 2004 including Addendum No. 1 dated September 3, 2004.

B. Exhibit "B" (Contractor's Proposal)

Contractor's Proposal to the District for Supplemental Paratransit Services, signed by Contractor and dated September 7, 2004.

2.02 Conflicts

Where in conflict, the provisions of this writing supersede those of the above-referenced documents, Exhibits "A" and "B". Where in conflict, the provisions of Exhibit "A" supercede Exhibit "B".

2.03 Recitals

The Recitals set forth in Article 1 are part of this Contract.

3. DEFINITIONS

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The terms below (or pronouns in place of them) have the following meaning in the contract:

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- 3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.
- 3.01.04 DAYS - Calendar days.
- 3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued August 17, 2004.
- 3.01.06 PROVISION - Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the contract that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.
- 3.01.07 SCOPE OF WORK (OR "WORK") - The entire obligation under the Contract, including, without limitation, all labor, equipment, materials, supplies, transportation, services, and other work products and expenses, express or implied, in the Contract.

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed three (3) years and shall commence upon the issuance of the contract by the District.

At the option of the District, this contract agreement may be renewed for two (2) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$450,000 maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a project number provided by the District on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the Contract. Telephone call expenses shall show the nature of the call and identify location and individual called. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed

to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand; or three (3) days after posting, if sent by registered mail, receipt requested; to a party hereto at the address herein under set forth or to such other address as a party may designate by notice pursuant hereto.

DISTRICT

Santa Cruz Metropolitan Transit District
370 Encinal Street
Suite 100
Santa Cruz, CA 95060
Attention: General Manager

CONTRACTOR

Trans Metro Express
1446 21st Avenue
San Francisco CA 94122
Attention: Vice President

7. AUTHORITY

Each party has full power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR
TRANS METRO EXPRESS

By _____
Michael Gurevich
Vice President

Approved as to Form:

Margaret Rose Gallagher
District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Request For Proposals (RFP) For SUPPLEMENTAL PARATRANSIT SERVICES

District RFP NO. 04-07

Date Issued: August 17, 2004

Proposal Deadline: 5:00 P.M., September 7, 2004



Contents of this RFP

- I. Instructions to Offerors
- II. General Information Form
- III. Specifications
- IV. General Conditions
- V. Contract/Agreement
- VI. FTA Requirements for Non-Construction Contracts
- VII. Protest Procedures

PART I

INSTRUCTIONS TO OFFERORS

1. **GENERAL:** These instructions form a part of the contract documents and shall have the same force as any other portion of the contract. Failure to comply may subject the proposal to immediate rejection.
2. **OFFEROR RESPONSIBILITY:** The District has made every attempt to provide all information needed by offerors for a thorough understanding of project terms, conditions, and requirements. It is expressly understood that it is the responsibility of offerors to examine and evaluate the work required under this RFP and the terms and conditions under which the work is performed. By submitting a proposal, Offeror represents that it has investigated and agrees to all terms and conditions of this RFP.
3. **DELIVERY OF PROPOSALS TO THE DISTRICT:** Proposals (1 original and 4 copies) must be delivered to the District Purchasing Office, 120 Dubois Street, Santa Cruz, California, 95060 on or before the deadline noted in the RFP.

Any contract or purchase order entered into as a result of this RFP shall incorporate the RFP and the proposal submitted by successful offeror. In the event of conflict between the proposal and any other contract document, the other contract document shall prevail unless specified otherwise by the District. Telephone or electronic proposals will not be accepted.

4. **LATE PROPOSALS:** Proposals received after the date and time indicated herein shall not be accepted and shall be returned to the Offeror unopened.

Requests for extensions of the proposal closing date or time will not be granted. Offerors mailing proposals should allow sufficient mail time to ensure timely receipt of their proposals before the deadline, as it is the offerors responsibility to ensure that proposals arrive before the closing time.

5. **MULTIPLE PROPOSALS:** An offeror may submit more than one proposal. At least one of the proposals shall be complete and comply with all requirements of this RFP. However, additional proposals may be in abbreviated form, using the same format, but providing only the information that differs in any way from the information contained in the master proposal. Master proposals and alternate proposals should be clearly labeled.
6. **PARTIAL PROPOSALS:** No partial proposals shall be accepted.
7. **WITHDRAWAL OR MODIFICATION OF PROPOSALS:** Proposals may not be modified after the time and date proposals are opened. Proposals may be withdrawn by Offeror before proposal opening upon written request of the official who is authorized to act on behalf of the Offeror.
8. **CHANGES TO THE RFP RECOMMENDED BY OFFERORS:** All requests for clarification or modification of the RFP shall be made in writing. Offerors are required to provide the value of each proposed modification and a brief explanation as to why the change is requested. Value shall be defined as the cost or savings to the District and the advantage to the District of the proposed change.
9. **ADDENDA:** Modifications to this RFP shall be made only by written addenda issued to all RFP holders of record. Verbal instructions, interpretations, and changes shall not serve as official expressions of the District, and shall not be binding. All cost adjustments or other changes resulting from said addenda shall be taken into consideration by offerors and included in their proposals.
10. **OFFEROR'S PROPOSAL TO THE DISTRICT:** Offerors are expected to thoroughly examine the scope of work and terms and conditions of the RFP. Offerors' terms, conditions, and prices shall constitute a firm offer to the District that cannot be withdrawn by the Offeror for ninety (90) calendar days after the closing date for

proposals, unless a longer time period is specified by the District in the RFP. Offerors shall identify all proprietary information in their proposals. Information identified as proprietary shall not be made available to the public or other offerors.

11. **SINGLE OFFEROR RESPONSIBILITY:** Single Offeror responsibility is required under this RFP. Each Offeror responding to this RFP must respond to all professional services and provide all materials, equipment, supplies, transportation, freight, special services, and other work described or otherwise required herein.
12. **EXPERIENCE AND QUALIFICATIONS:** Offeror may be required upon request of the District to substantiate that Offeror and its proposed subcontractors have the skill, experience, licenses, necessary facilities, and financial resources to perform the contract in a satisfactory manner and within the required time.
13. **SUBCONTRACTING:** The requirement for single-point responsibility does not prohibit subcontracts or joint ventures provided that the single successful Offeror assumes the following responsibilities: (1) serves as the sole general contractor with the District; (2) assumes full responsibility for the performance of all its subcontractors, joint venturers, and other agents; (3) provides the sole point of contact for all activities through a single individual designated as project manager; (4) submits information with its proposal documenting the financial standing and business history of each subcontractor or joint venturer; and, (5) submits copies of all subcontracts and other agreements proposed to document such arrangement.

Without limiting the foregoing, any such legal documents submitted under item "5" above must (a) make the District a third-party beneficiary thereunder; (b) grant to the District the right to receive notice of and cure any default by the successful offeror under the document; and (c) pass through to the District any and all warranties and indemnities provided or offered by the subcontractor or similar party.

14. **EVALUATION CRITERIA AND AWARD OF CONTRACT:** The award of the contract will be made to the responsible Offeror whose proposal is most advantageous to the District. Specific evaluation criteria are identified in the Specifications section of the RFP.
15. **DISTRICT'S PREROGATIVE:** The District reserves the right to contract with any single firm or joint venture responding to this RFP (without performing interviews), based solely upon its evaluation and judgment of the firm or joint venture in accordance with the evaluation criteria. This RFP does not commit the District to negotiate a contract, nor does it obligate the District to pay for any costs incurred in preparation and submission of proposals or in submission of a contract.

The District reserves and holds at its discretion the following rights and options in addition to any others provided by the Public Utility Code, Section 98000 and the Public Contract Code: (1) to reject any or all of the proposals; (2) to issue subsequent requests for proposals; (3) to elect to cancel the entire request for proposals; (4) to waive minor informalities and irregularities in proposals received; (5) to enter into a contract with any combination of one or more prime contractors, subcontractors, or service providers; (6) to approve or disapprove the use of proposed subcontractors and substitute subcontractors; (7) to negotiate with any, all, or none of the respondents to the RFP.

16. **EXECUTION OF CONTRACT:** The final contract shall be executed by the successful offeror and returned to the District Administrative Office no later than ten (10) calendar days after the date of notification of award by the District. All required bonds and insurance certificates shall also be submitted by this deadline. In the event successful offeror does not submit any or all of the aforementioned documents on or before the required deadline, the District may award the contract to another offeror; in such event, District shall have no liability and said party shall have no remedy of any kind against the District.
17. **DISADVANTAGED AND WOMEN'S BUSINESS ENTERPRISES:** The Board of Directors of the Santa Cruz Metropolitan Transit District has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE) in all areas of District contracting to the maximum extent practicable. Consistent with the DBE Policy, the successful offeror selected for this project shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.

18. NONDISCRIMINATION: The Santa Cruz Metropolitan Transit District will not discriminate with regard to race, color, creed, ancestry, national origin, religion, sex, sexual preference, marital status, age, medical condition or disability in the consideration for award of contract.

***ADDITIONAL INSTRUCTIONS TO OFFERORS ARE SET FORTH IN
OTHER SECTIONS OF THIS REQUEST FOR PROPOSALS***

Listing of major sub consultants proposed (if applicable), their phone numbers, and areas of responsibility (indicate which firms are DBE's):

LOBBYING CERTIFICATION
(Only for Contracts above \$100,000)

Lobbying Certification for Contracts Grants, Loans and Cooperative Agreements (Pursuant to 49 CFR Part 20, Appendix A)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder/Offeror certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Offeror understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

Firm Name _____

Signature of Authorized Official _____

Name and Title of Authorized Official _____

Date _____

**BUY AMERICA PROVISION
(Only for Contracts above \$100,000)**

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR part 661.

A Buy American Certificate, as per attached format, must be completed and submitted with the bid. A bid which does not include the certificate will be considered non-responsive.

A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this procurement be investigated, the successful bidder/proposer has the burden of proof to establish that it is in compliance.

A waiver from the Buy America Provision may be sought by SCMTD if grounds for the waiver exist.

Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel and manufactured products used in the contract are produced in the United States.

BUY AMERICA CERTIFICATE

The bidder hereby certifies that it will comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Assistance Act of 1982, and the applicable regulations in 49 CFR Part 661.

Date: _____

Signature: _____

Company Name: _____

Title: _____

OR

The bidder hereby certifies that it cannot comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

CONTRACTOR DBE INFORMATION

CONTRACTOR'S NAME _____
 DBE GOAL FROM CONTRACT _____ %
 FED. NO. _____
 COUNTY _____
 AGENCY _____
 CONTRACT NO. _____

CONTRACTOR'S ADDRESS _____

 PROPOSAL AMOUNT \$ _____
 PROPOSAL OPENING DATE _____
 DATE OF DBE CERTIFICATON _____
 SOURCE ** _____

This information must be submitted during the initial negotiations with the District. By submitting a proposal, offeror certifies that he/she is in compliance with the District's policy. Failure to submit the required DBE information by the time specified will be grounds for finding the proposal non-responsive.

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
----------------------	--	------------------------------	-------------	-----------------------------	----------------

TOTAL CLAIMED DBE
 PARTICIPATION \$ _____ _____ %

 SIGNATURE OF CONTRACTOR

 DATE

 AREA CODE/TELEPHONE

(Detach from proposal if DBE information is not submitted with proposal.)

- * If 100% of item is not to be performed or furnished by DBE, describe exact portion, including plan location of work to be performed, of item to be performed or furnished by DBE.
- ** DBE's must be certified on the date proposals are opened.
- *** Credit for a DBE supplier who is not a manufacturer is limited to 60% of the amount paid to the supplier.

NOTE: Disadvantaged business must renew their certification annually by submitting certification questionnaires in advance of expiration of current certification. Those not on a current list cannot be considered as certified.

CONTRACTOR DBE INFORMATION

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED *	CERTIFICATION FILE NUMBER	NAME OF DBE	DOLLAR AMOUNT DBE ***	PERCENT DBE
----------------------	--	------------------------------	-------------	-----------------------------	----------------

TOTAL CLAIMED DBE
PARTICIPATION \$ _____ _____ %

PART III

SPECIFICATIONS FOR SUPPLEMENTAL PARATRANSIT SERVICES

1. INTRODUCTION

1.1 PURPOSE OF THIS REQUEST FOR PROPOSALS

The Santa Cruz Metropolitan Transit District is seeking an interested, qualified contractor to provide supplemental paratransit services. The Contractor will be responsible for dispatching and performing paratransit trips in a manner consistent with the Americans with Disabilities Act of 1990 Department of Transportation Regulations, and with SCMTD policies and procedures. The Contractor will be responsible for the delivering, tracking, monitoring, and reporting of all paratransit service performed or attempted.

1.2 PROPOSAL PREPARATION - GENERAL CONDITIONS FOR RESPONDING

- 1.2.1 Scope: The following terms and conditions shall prevail unless otherwise modified by District within this proposal document. District reserves the right to reject any proposal that takes exception to these terms and conditions.
- 1.2.2 Completing proposal: All information must be legible. Any and all corrections and/or erasures must be initialed. The proposal cover letter must be signed by an authorized respondent and all required information must be provided. A neatly typed document of reasonable length using the forms provided is preferred. Expenses incurred developing and submitting a proposal are the sole responsibility of the Respondent.
- 1.2.3 Public Document: All proposals and supporting proposal documents become public information after contract award and are available for review by the general public.
- 1.2.4 Submission of proposal: Proposals are to be submitted to the following address no later than the date and time indicated on the cover sheet:
Attention: Lloyd Longnecker, District Buyer
Santa Cruz Metropolitan Transit District
120 Dubois Street
Santa Cruz, CA 95060
- 1.2.5 Addenda: All changes in connection with this RFP will be issued in the form of a written addendum and sent not less than 10 days prior to the proposal due date. Signed acknowledgment of receipt of each addendum must be submitted with each proposal. Oral instructions, clarifications, and additional information supplied by District representatives are not binding.
- 1.2.6 Pre-Proposal Conference: A pre-proposal conference is scheduled at 370 Encinal Street, Santa Cruz, CA 95060 **at 10:00 a.m., Wednesday, August 25, 2004.**
- 1.2.7 Late proposals and modifications or withdrawals: Proposals received after the deadline designated in this proposal document shall not be considered and shall be returned unopened. Proposals may be withdrawn or modified prior to the proposal deadline. All such transactions must be submitted in writing and received prior to the deadline.
- 1.2.8 Proposals binding: All proposals submitted in accordance with the terms and conditions of this RFP shall be binding upon the Respondent for ninety (90) calendar days after the proposal deadline.
- 1.2.9 Law governing: All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of California.
- 1.2.10 Conditional proposals: Conditional proposals are subject to rejection in whole or in part.
- 1.2.11 Responsible firms: Nothing herein is intended to exclude any responsible firm or in any way restrain competition. On the contrary, all responsible firms are encouraged to submit proposals.
- 1.2.12 District reserves right: The District reserves the right to accept or reject any or all of the proposals submitted, waive informalities and technicalities, and negotiate any or all elements of the proposals. Upon further analysis of need and analysis of costs resulting from responses to this proposal, the District reserves the right to award or reject any portion(s) of the proposed system.

- 1.2.13 Interest of Members of or Delegates to Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of the contract or to any benefit arising therefrom.
- 1.2.14 Debarred, Suspended, or Ineligible Contractors: The Respondent certifies by submission of a response to this RFP (proposal), that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State, or local department or agency.
- 1.2.15 Independent Price Determination: The Respondent certifies by submission of a response to this RFP (proposal) that it has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person to refrain from proposing, and further, that it has not in any manner, directly or indirectly sought by agreement, collusion, communication, or conference, with that of any person, to fix the proposal amount herein or cost element of said proposal amount, or that of any other proposer, or to secure any advantage against the District or any person interested in the proposed contract.

1.3 CONTENTS OF THIS RFP

This RFP, including supporting documents, contains all of the information necessary to prepare and file a proposal for professional services to provide ADA complementary paratransit service for people with disabilities in Santa Cruz County.

The METRO ParaCruz (ADA Complementary Paratransit) Customer's Guide and Policies and Procedures will apply to this contract. Responses to this RFP should be based on these documents, which form the basis for the scope of work described in this RFP. Prospective respondents are advised to completely review this RFP and follow the instructions explicitly regarding proposal submittal.

2. OVERVIEW OF CURRENT SERVICE

2.1 BACKGROUND

The Santa Cruz Metropolitan Transit District (METRO) is the sole public transit operator in Santa Cruz County. Its service area is the entire county, an area of 441 square miles with a population of 255,602 (according to 2000 estimates by the State Department of Finance). Currently METRO provides fixed route bus service that serves both the urban and rural areas of the community.

2.2 CHARACTERISTICS OF HISTORICAL ADA PARATRANSIT

METRO has historically contracted for paratransit service provision, including reservations and scheduling, dispatch, operations and maintenance.

METRO will be directly providing a minimum of 70% of ADA paratransit rides as well as eligibility screening and reservations and a majority of the scheduling and dispatching functions. Supplemental service (e.g.; overflow, late night and weekends) will be provided by successful respondents to this RFP.

SERVICE AREA - The ADA service area conforms to the transit service area with ¾ mile areas around each fixed local bus route.

SERVICE HOURS/DAYS - The District Paratransit Program operates the same days and hours as the fixed route system in the same corridor, basically from 6:00 a.m. to 10:30 p.m. seven days a week. In addition, there are extended hours in certain areas of the county to coincide with later fixed route service.

FARES - The current one-way trip fare is \$3.00.

TRIP PRIORITIES – Trips may not be prioritized by trip purpose.

3. SCOPE OF WORK

3.1 CONTRACTOR RESPONSIBILITIES

Contract Performance Standards are presented in ATTACHMENT 3 of this RFP.

- 3.1.1 METRO ParaCruz is a service of Santa Cruz METRO, and will be operated in accordance with policies and procedures adopted by the Santa Cruz METRO Board of Directors and other applicable regulations and laws and in a manner to ensure compliance with current and future regulations and ADA requirements.
- 3.1.2 The contractor shall provide adequate vehicles and appropriate staffing levels to assure service delivery consistent with the requirements and expectations set forth in the METRO ParaCruz Customer's Guide, as amended (ATTACHMENT 1), and METRO ParaCruz Policies and Procedures, as amended (ATTACHMENT 2).
- 3.1.3 Contactor shall be required to provide all paratransit services in such a manner as to meet Santa Cruz METRO's adopted service standards in a manner that is safe, reliable, clean, customer-friendly, and cost effective.
- 3.1.4 Contractor is required to provide personnel including, but not limited to: management, dispatch, drivers, maintenance, supervisory, safety, administrative, customer service, and all other personnel required to adequately fulfill all responsibilities associated with the provision of supplemental paratransit services as described herein.
- 3.1.5 Contractor is required to provide vehicles as necessary to supplement vehicles provided by Santa Cruz METRO and facilities including but not limited to: buildings, utilities, office materials and supplies, telephone equipment, vehicles, fuel parts and supplies, and all other items required to adequately fulfill all responsibilities associated with the provision of supplemental paratransit services as described herein.
- 3.1.6 Santa Cruz METRO will provide policy guidance, eligibility determination, marketing, government and community relations, and other services as described in the METRO ParaCruz Customer's Guide. Santa Cruz METRO shall establish the service area, as specified by the Santa Cruz METRO Board of Directors.
- 3.1.7 Payment to the Contractor shall be made based on the advance reservation door-to-door service. The customer fare is to be collected and retained by the Contractor, and documented as collected for each eligible rider and non-PCA companion served.

3.2 BILLING AND COMPENSATION

- 3.2.1 Santa Cruz METRO shall make payment to the Contractor upon the following terms and conditions: Payment shall consist of two components; Dedicated vehicle service hours (scheduled by Metro) and single ride metered rate (not pre-scheduled by Metro).
 - A. Dedicated Vehicle Service Hours: Monthly payments for the dedicated vehicle service hours for the previous month shall be based on number of service hours actually provided by Contractor, multiplied by the rate agreed upon in the contract. Payment shall reflect applied incentives and/or liquidated damages from previous month. All invoices shall be supported by complete documentation.
 - B. Single Ride Metered Rate; Payment shall be at the contracted rate for rides performed in non-dedicated vehicles. Contractor shall make every effort to minimize trip time.
- 3.2.2 Liquidated Damages and/or incentives, if any, shall be deducted or added by Santa Cruz METRO from/to the monthly payment.
- 3.2.3 Santa Cruz METRO shall issue payment to Contractor within 45 days of receipt of the monthly invoice.
- 3.2.4 The contract may be reopened for negotiation of rates at the end of the original contract term and the completion of the first contract extension (if awarded). Either Santa Cruz METRO or the Contractor must notify the other in writing within 90 days of the contract end date of the desire to renegotiate rates for the forthcoming contract period. The written notice must contain documentation justifying any change in rates.
- 3.2.5 Proper Monthly Invoice: In addition to any other requirements set forth in this contact with respect to what constitutes a proper invoice, or for the Contractor to be entitled to receive payment, the Contractor's monthly invoice in duplicate shall contain:
 - A. Dedicated Vehicle Service Hours Contracted: A report of the Contactor's monthly contracted service hours, contracted rate and the represented month.
 - B. Single Ride Metered Rate: A report of the Contractor's metered trips and original charge slips for each trip.

- C. The reports shall contain the signature of a designated representative of the Contractor to certify that all information contained in the reports is correct, to the best of his/her knowledge.
- D. The Contract number.
- E. Should the monthly invoice reports not state the monthly amount accurately, Santa Cruz METRO shall notify the Contractor of the discrepancy and the amount in dispute. Santa Cruz METRO shall pay the amount not in dispute. The Contractor shall then provide additional documentation to support its original invoice. If Santa Cruz METRO continues to dispute the amount owed, the Contractor may appeal pursuant to the Contractor complaint resolution section of this agreement.

3.2.6 **Supporting Documentation:** The following are in addition to any other requirements set forth in the Agreement, appendices and exhibits with respect to what supporting documentation must be provided previous to the monthly invoice.

- A. Daily records of trips performed shall be provided to Santa Cruz Metro by the end of the following business day by 5p.m.; and shall include negotiated pick-up time, estimated pick-up time, actual pick-up time, appointment time, if applicable, actual drop-off time, total number of eligible riders, companions, PCAs, no-shows and cancellations shall be submitted to METRO each day. Drivers' trip logs must be submitted with the daily reports for each service provider.
- B. Reports of any accidents occurring during the provision of METRO ParaCruz service by the end of the same business day.
- C. A list of current drivers and vehicles used in METRO ParaCruz service, including drivers' license numbers, expiration dates and annual training dates, shall be provided monthly and kept current at all times. Any change of a driver's eligibility status shall be reported by the end of the business day.
- D. The Supplemental Service provider shall report each month the total vehicle revenue miles, total vehicle revenue hours and the peak number of vehicles used in service.

3.2.7 **Inspection, Review and Audit:** In addition to any other requirements pertaining to the right of Santa Cruz METRO or other entities to perform inspections, reviews or audits with respect to any payment or to the contract as a whole, Santa Cruz METRO or its designee, reserves the right to inspect, review and/or audit each invoice for payment to verify that the invoice amount is consistent with the terms of this Agreement. Contractor shall certify that each monthly invoice and all supporting documentation submitted daily, weekly and monthly are accurate. Any false certification shall render the report void, and Santa Cruz METRO shall be entitled to recover immediately any monies paid on such invoices. All payments are subject to audit and revision by Santa Cruz METRO or its designee. Contractor shall make its records available for five (5) years after the termination of this agreement.

3.3 DIVISION OF RESPONSIBILITIES

3.3.1 Santa Cruz METRO shall be responsible for the following tasks:

- ◆ Policy planning
- ◆ Provision of service levels to Contractor
- ◆ Eligibility determination
- ◆ Reservations
- ◆ Scheduling dedicated vehicles
- ◆ Customer Relations and Complaint monitoring
- ◆ Marketing program development and implementation
- ◆ Government and community relations
- ◆ Management of contract
- ◆ Initiating and implementing any service changes
- ◆ Dispatching to the Supplemental Service Provider

3.3.2 Santa Cruz METRO reserves the right to inspect the Contractor at any time.

3.3.3 Contractor shall provide full-time on-site project management personnel to manage contract. Manager shall not be transferred to another property by the Contractor without 30 days notice and agreement by Santa Cruz METRO Executive Staff. Replacement management personnel recommendations must be

submitted, with references and background information provided, for approval by Santa Cruz METRO. Santa Cruz METRO retains the right to refuse replacement personnel recommendations.

- 3.3.4 Santa Cruz METRO will provide marketing support to notify the public of any changes in paratransit service. This may include direct mailings, newsletters, public press releases, and public speaking engagements. Santa Cruz METRO may direct the Contractor to place marketing materials onboard vehicles such as flyers and brochures. The Contractor is prohibited from marketing or advertising of the service without the express direction and consent of Santa Cruz METRO.

3.4 SERVICE REQUIREMENTS

- 3.4.1 Drivers must provide service in accordance with ATTACHMENTS 1 and 2 of this agreement.
- 3.4.2 Driver must offer and provide assistance to every customer unless the driver has first hand knowledge that the customer does not want and will refuse assistance.
- 3.4.3 METRO ParaCruz is a door-to-door service as described in ATTACHMENTS 1 and 2.
- 3.4.4 Drivers are authorized to ask to see valid customer identification verifying their eligibility.
- 3.4.5 Drivers shall operate heating and air conditioning systems so as to provide for the comfort of the customers.
- 3.4.6 Drivers are prohibited from soliciting, encouraging or accepting payment of any tip, gratuity, additional payment or any service from any client at any time.
- 3.4.7 Drivers will be trained as specified in ATTACHMENT 2. In the event of an abusive customer, drivers shall at all times conduct themselves as they have been trained to do in the sensitivity program provided.
- 3.4.8 Contractor must report to Santa Cruz METRO all incidents in which a customer engages in violent, seriously disruptive or illegal conduct.
- 3.4.9 Contractor shall report to Santa Cruz METRO all no-shows or cancellations less than one hour in advance of the scheduled pick-up time. Contractor shall also report any instances of customers who refuse to pay the published METRO ParaCruz fare.
- 3.4.10 In the event of the an accident or vehicle breakdown that prevents Contractor from being able to complete the vehicle manifest given capacity of other vehicles on the road at the time, the Contractor shall have 30 minutes to dispatch a back-up vehicle to complete the remaining trips on the manifest. The Contractor shall make an effort to notify all customers affected of the delay. If the Contractor fails to deliver remaining trips on the manifest within 40 minutes of the end of the Ready Window, as described in ATTACHMENTS 1 and 2, the trips will be regarded as missed trips, and subject to Liquidated Damages, as specified in ATTACHMENT 3 Contract Performance Standards of this agreement.
- 3.4.11 The Supplemental Service provider shall dispatch the appropriate vehicle that will accommodate the passenger needs as reflected in the daily schedule manifest. All violations shall be assessed a five hundred dollar penalty (\$250.00) per each violation. The Supplemental service provider shall notify METRO of all violations within 24 Hours.

3.9 SERVICE STANDARDS

Contractor shall provide service in accordance with this agreement and all attachments, as amended. Contract Standards, incentives and penalties are presented in ATTACHMENT 3.

3.10 SUBSTANCE ABUSE TESTING

- 3.10.1 The Contractor, at its own expense, is responsible for ensuring that all drivers, mechanics, and other safety-sensitive personnel are free of the influence of alcohol or drugs, including amphetamines, narcotic drugs, prescription drugs, formulation of an amphetamine or derivatives of narcotic drugs while on the job.
- 3.10.2 The Contractor is responsible for maintaining compliance with the Federal Drug Free Workplace Act and Santa Cruz METRO's policies on drug use in the workplace, and must file a Drug Free Workplace Act Certification with Santa Cruz METRO, and assure Santa Cruz METRO that it is compliant with the Federal Transit Administration regulations (49 CFR Parts 653 and 654). Santa Cruz METRO's Drug and Alcohol Testing Policy is presented in EXHIBIT 5 of the Policies and Procedures (ATTACHMENT 2 of this RFP).
- 3.10.3 As part of its response, the Contractor must describe its policies for compliance with these requirements.
- 3.10.4 The Contractor must document that the policy is followed, and is subject to review by Santa Cruz METRO or its designees periodically.

- 3.10.5 Any trip provided under this program by an individual that has not appropriately complied with the specified procedures will be subject to non-payment by Santa Cruz METRO, in addition to Liquidated Damages as specified in ATTACHMENT 3.
- 3.10.6 Contractor must maintain current drug testing records of all drivers, mechanics and dispatchers.

3.11 VEHICLE REQUIREMENTS

- 3.11.1 The Contractor is expected to use a combination of vehicles provided by Santa Cruz METRO and those provided directly by the Contractor.
- 3.11.2 Vehicle requirements are presented in ATTACHMENT 2 - METRO ParaCruz Policies and Procedures, Section X.

3.12 VEHICLE MAINTENANCE STANDARDS

- 3.12.1 The Contractor is expected to present its plan for effectively maintaining vehicles used in the provision of METRO ParaCruz service, including schedules for performance of maintenance activities and the variances within which these activities will be performed.
- 3.12.2 Vehicle maintenance standards are presented in ATTACHMENT 2 METRO ParaCruz Policies and Procedures, Section X. METRO retains the right to inspect the vehicles used in performance of this contract at any time. METRO can require the submission of Preventive Maintenance records for METRO-provided vehicles with the monthly billing documentation.
- 3.12.3 The Contractor is expected to plan for timely repair of damaged vehicles and replacement of destroyed vehicles whether provided by METRO or the Contractor.

3.13 PERSONNEL STANDARDS

- 3.13.1 The Contractor is expected to present its plan for training all employees for performance of service under this agreement.
- 3.13.2 The minimum Contractor personnel standards and training requirements are presented in ATTACHMENT 2, under the sections for each type of activity.
- 3.13.3 Responsibilities for each area are specified in ATTACHMENT 2.

3.14 FACILITIES REQUIREMENTS

- 3.14.1 The Contractor shall independently determine the number, size and type of facilities needed to comply with the requirements of this agreement. The size of the facilities shall be based on the size of the vehicle fleet, and its composition.
- 3.14.2 The Contractor shall be responsible for meeting all federal, state, and local laws and regulations regarding such facilities. Any permits/approvals required for the facilities shall be the responsibility of the Contractor (e.g. handling of hazardous materials).
- 3.14.3 Vehicle storage shall be either inside a secured building or a lighted, fence-secured parking lot.
- 3.14.4 The Contractor shall be solely responsible for arranging or directly providing vehicle towing. No Contractor or Santa Cruz METRO provided vehicle, operable or inoperable, shall be left overnight on any public road or property not under the control of the Contractor or Santa Cruz METRO without the express authorization of Santa Cruz METRO.
- 3.14.5 Contractor shall make arrangements for all vehicle cleaning
- 3.14.6 Contractor is responsible for providing all office employees with an appropriate work area, including the equipment and environment to allow them to perform their work efficiently and effectively.
- 3.14.7 The Contractor is responsible for securing facilities that meet all workplace regulations for safety and accessibility for employees and visitors.
- 3.14.8 The Contractor is responsible for maintaining its facilities to provide a safe and professional operating environment.

3.15 CONTRACTOR MANAGEMENT REQUIREMENTS

- 3.15.1 Contractor shall provide for personnel administration and policies and procedures to be included in various manuals maintained by the Contractor in support of policies and procedures established in this agreement and attachments as amended. The Contractor's policies and procedures shall be made available to both the Contractor's personnel and Santa Cruz METRO upon request.
- 3.15.2 Records documenting all drivers licensing, training, and other requirements shall be maintained with copies forwarded to Santa Cruz METRO upon request.
- 3.15.3 Contractor shall establish employee payroll, internal accounting and budgeting systems sufficient to the operation of this system. The Contractor shall submit a certified annual financial report once each year in accordance with generally accepted accounting principles. An original copy of the audit shall be provided to Santa Cruz METRO no later than 120 days from the end of each fiscal year (July through June).
- 3.15.4 Contractor is solely responsible for any union/labor agreements required in the operation of this service.
- 3.15.5 Contractor is responsible for all routine repairs to all vehicles and equipment necessary for performing this contract.
- 3.15.6 Contractor will install and maintain any telephone service required under this contract, including computer communication equipment, and shall procure and ensure continued operation of all two-way communication equipment, including repeaters and antennas for both vehicle and building mounted for Contractor operated equipment.
- 3.15.7 Contractor is solely responsible for all supplies required in the performance of this contract.
- 3.15.8 Contractor shall be responsible for making Santa Cruz METRO provided materials available to customers in all vehicles via a Contractor provided brochure rack. Customer courtesy cards shall be visible and available to customers onboard all revenue vehicles at all times without request from the driver. Contractor shall post signs and notices in vehicles as requested and provided by Santa Cruz METRO.
- 3.15.9 Contractor is required to install and maintain vehicle signage as specified by Santa Cruz METRO on all vehicles used in the performance of this agreement.
- 3.15.10 Santa Cruz METRO is responsible for the payment of any ticket, penalty or fine assessed by any government agency resulting from the LAWFUL operation of METRO ParaCruz service under this agreement.
- 3.15.11 The Contractor shall provide Santa Cruz METRO with 24-hour contact information (telephone number and pager number) of the designated person who is empowered to make decisions on behalf of the Contractor. This contact information is to be kept current under all circumstances.

3.16 CONTRACTOR COMPLAINT RESOLUTION REQUIREMENTS

- 3.16.1 Complaints procedures are included in ATTACHMENT 1. Complaints received by Santa Cruz METRO shall be forwarded to the Contractor within 24 business hours of receipt. The Contractor shall investigate and report back conclusion/resolution to Santa Cruz METRO within 48 hours.
- 3.16.2 The Contractor is advised that Santa Cruz METRO is a customer-oriented organization. Failure to respond appropriately to any complaint or comment from Santa Cruz METRO or a customer may result in contract termination.

3.17 PROGRAM OPERATION

- 3.17.1 The Contractor shall be responsible for the operation of all trips provided as part of the contract. The Contractor may choose to subcontract service to another service provider. If subcontractors are used, they must comply with all of the service requirements of the prime contractor. It is the prime contractor's sole responsibility to ensure that the subcontractor meets these requirements.
- 3.17.2 The Contractor shall describe in the Proposal the approximate number of vehicles to be employed by vendors in this Contract, including type of vehicles and the proportion of wheelchair accessible vans required to meet the scope of services. The fleet size must incorporate a spare vehicle ratio of a minimum of 15% or a minimum of four vehicles, depending on fleet size. The Contractor will ensure that all vehicles designated as accessible and dedicated to this program will meet the specifications outlined in ADA Part 38 (Accessibility Specifications for Transportation Vehicles"), Subpart B ("Buses, Vans and Systems"). The Proposal will also include the available fleet size of those companies with whom the Respondent expects to subcontract service. SCMTD reserves the right to accept or reject vehicles used by the vendor in providing service under this contract.

- 3.17.3 The Contractor shall describe in the Proposal its plan for replacing vehicles damaged or destroyed within a reasonable time to ensure continued high quality service to ParaCruz customers.
- 3.17.4 Insurance. Contractor is responsible for insuring all vehicles operated in service of METRO ParaCruz service. This include vehicles owned by SCMTD, Contractor's vehicles used in the performance of this contract owned and non-owned (e.g. owned by Broker's employees, leased or hired vehicles), and all contractors vehicles owned or operated by contractors shall each be covered with automobile liability insurance at the minimum of \$1 million combined single limit per accident for bodily injury or property damage.
- 3.17.5 The Contractor will ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; vehicle maintenance order in and around vehicles; providing safety and emergency procedures. All vehicles will be equipped with a fire extinguisher and California Department of Transportation-approved first aid kits furnished by the Contractor. Vehicles supplied by METRO will be delivered to the Contractor with all safety equipment onboard.

3.18 PERFORMANCE BOND

Santa Cruz METRO requires a performance bond equivalent to two months average billing be maintained by the Contractor.

4. PROPOSAL EVALUATION

4.1 SELECTION PROCESS

- 4.1.1 Santa Cruz METRO will use a selection panel of qualified professional individuals to review the proposals submitted. The review board will review the proposals submitted, establish a list of finalists and interview (if necessary) the finalist firms.
- 4.1.2 The names of the selection panel members are not revealed prior to the interviewees. The individual or composite ratings by the board members will not be revealed.
- 4.1.3 Members of the selection panel review the proposals to determine which firms may be invited for an oral interview. If an interview is required, approximately one hour will be allowed for the oral interview and questions and answers. The Project Manager designated by the firm must lead the presentation before the review board.
- 4.1.4 Completed copies of proposal evaluation forms and oral interview evaluation forms will not be revealed to the firms. Individual rankings of firms will not be revealed.
- 4.1.5 Negotiations of the contract, the detailed scope of work, and the fee are not within the purview of the review board.
- 4.1.6 When the review board has completed its work, applicants are advised of the number one selection.
- 4.1.7 Once the number one selection is known, a contract will be negotiated for the extent of services to be rendered and for the method of compensation. If agreement is not reached after a reasonable period of time, as determined by the District, negotiations with the number one selection will be terminated and negotiations then will be opened with the second choice of the review board. When agreement is reached with the firm, it will be submitted to the Santa Cruz Metropolitan Transit District Board for approval and execution.

4.2 SELECTION CRITERIA

- 4.2.1 Prior to the evaluation of the technical and cost proposals, the following mandatory selection criteria must be met:

Pass/Fail Items:

- Preclusion from Proposing (Federal, State, local)
- Proper documents submitted and executed/signed
- Compliance with Proposal Deadline
- Minimum Insurance Requirements

Proposals which meet the mandatory items listed above will be evaluated on score items. The proposal shall be in the form of a work plan that must describe plan for operation of ADA complementary paratransit service for the SCMTD service area. The Respondent will describe the organizational structure and staffing resources assigned to this project. A cost proposal for these services will be submitted under separate cover.

4.2.2 Technical proposal

The technical quality of the Proposal will be evaluated in terms of the Respondent's understanding of the requirements of the RFP, ability to secure the lowest cost, most appropriate level of service for the population served, the availability and quality of equipment, quality of facilities, personnel selection procedures, qualifications and experience of project management personnel. More specifically, the technical proposal will be scored based on the following items in relative order of priority:

4.2.2.1 Service Management

Describe the Respondent's method of responding to requests, including determination of most appropriate level of service and provision of service requesting and taking trips outside of normal office hours. Describe the respondent's ability to perform next day scheduling. Describe the method proposed for meeting next day trip requests on weekends and holidays.

Describe the Respondent's complaint handling and resolution process concerning complaints about the service.

Respondent shall provide the turnover rate for its agency or firm for the past 24 months.

Respondent shall provide a description of their hiring and selection process for drivers.

4.2.2.2 Safety and Training

Describe how the Respondent ensures rider safety in the provision of service, including vehicle specifications and driver training. Respondent shall provide a full description of their training program for all employees.

4.2.2.3 Facilities and Equipment

Describe the Respondent's planned facilities and equipment, including size, location (proposed location if actual address unknown at this time - indicate steps that would be taken to secure this facility) and planned use of office, vehicles, radio system, etc.

4.2.2.4 Dispatch System

Describe the Respondent's dispatch system.

4.2.2.4 Service Start-Up

Describe the Respondent's start-up plan to ensure service implementation by November 1, 2004.

4.2.2.6 Service Eligibility and Service Area

Describe how the Respondent will ensure that all eligible riders will be given equal access to service, regardless of residence location, even when some trips are less efficient for service operators. Describe how the Respondent will ensure communication with various non-English

speaking groups and persons with a variety of disabilities that impact communication; in order to meet their transportation needs.

4.2.2.7 Data, Records and Reports

Describe trip verification procedure to be used.

4.2.3 Management Proposal

The Management Proposal will be evaluated and scored on the following items:

4.2.3.1 Experience

Describe the experience of the firm and individual staff members in managing and/or monitoring paratransit services for seniors and/or persons with disabilities provided by other companies or in direct service provision. This service should be similar in scope and complexity to the work described in the Scope of Work described in this RFP.

4.2.3.2 Organization

Provide an organization chart of the Respondent’s agency, indicating the lines of authority for personnel directly involved in performance of this contract and relationships of these staff to other programs or functions of the agency.

Respondent will include resumes of key staff, and describe the responsibilities of the various staff members in the provision of paratransit services, and the percentage of their time that will be dedicated exclusively in this contract.

4.2.3.3 Proposer References

Submit references of at least three current customers, or prior customers if the Respondent does not have three current customers.

4.2.4 Cost Proposal

The Cost Proposal shall be provided in a separate envelope and will be evaluated in terms of overall budget cost. Costs shall be provided in the following format:

4.2.4.1 Dedicated Vehicle Service Hours:

Dedicated Vehicle Service Hour Rate

4.2.4.2 Single Ride Metered Rate:

Payment shall be at the contracted rate for rides performed in non-dedicated vehicles. Contractor shall make every effort to minimize trip time.

Evaluation Criteria	Points Possible
Technical Proposal	25
Cost	25
Qualifications	20
Experience	20
References	10
Total Points Possible	100

5. SCHEDULE OF EVENTS

Event	Date
Request for Proposals (RFP) mailed out	August 17, 2004
Pre-Proposal Meeting	August 25, 2004, 10:00 a.m.
Deadline for receipt of written questions and requests for addenda	August 30, 2004, 5:00 p.m.
Proposals due date	September 7, 2004, 5:00 p.m.
District Review of Proposals	September 8 th thru 9 th
Board Approval of Contract and notice to proceed	September 27, 2004
Effective period contract	November 1, 2004 through October 31, 2007 (3 years)

PART IV

GENERAL CONDITIONS TO THE CONTRACT

1. GENERAL PROVISIONS

1.01 Governing Law & Compliance with All Laws

This Contract is governed by and construed in accordance with the laws of California. Each party will perform its obligations hereunder in accordance with all applicable laws, rules, and regulations now or hereafter in effect. Contractor shall ensure throughout the terms of this Agreement that all federal, state and local laws and requirements are met including any requirements District is obligated to perform because of receipt of grant funding. Contractor shall also be required to fulfill its obligation as a federal and/or state and/or local sub-recipient of grant funding.

1.02 Right to Modify Contract

District may extend the term of this Contract, expand the Scope of Work, or otherwise amend the Contract. Any such extension, expansion or amendment shall be effective only upon written agreement of the parties in accordance with Section 13.14.

2. TERMINATION

2.01 Termination for Convenience

2.01.01 The performance of Work under this Contract may be terminated by the District upon fifteen (15) days' notice at any time without cause for any reason in whole or in part, whenever the District determines that such termination is in the District's best interest.

2.01.02 Upon receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall: (1) stop work under the Contract on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated; (3) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; (4) assign to the District in the manner, at the time, and to the extent directed by the District all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the District shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; (5) settle all outstanding liabilities and claims arising out of such termination or orders and subcontracts, with the approval or ratification of the District, to the extent the District may require, which approval or ratification shall be final for all the purposes of this clause; (6) transfer title to the District and deliver in the manner, at the time, and to the extent, if any, directed by District the fabricated or unfabricated parts, work in progress, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the District; (7) use its best efforts to sell, in the manner, at the time, to the extent, and at the price(s) directed or authorized by the District, any property of the types referred to above provided, however, that the Contract shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the District, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made to the District to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the District may direct; (8) complete performance of

such part of the Work as shall not have been terminated by the notice of termination; and (9) take such action as may be necessary, or as the District may direct, for the protection or preservation of the property related to this Contract which is in the possession of the Contractor and in which the District has or may acquire an interest.

2.02 Termination for Default

2.02.01 The District may, upon written notice of default to the Contractor, terminate the whole or any part of this Contract if the Contractor: (1) fails to complete the Scope of Work within time period stated in the Specifications section of the IFB; (2) fails to perform any of the other provisions of the Contract; or (3) fails to make progress as to endanger performance of this Contract in accordance with its provisions.

2.02.02 If the Contract is terminated in whole or in part for default, the District may procure, upon such terms and in such manner as the District may deem appropriate, supplies or services similar to those so terminated. Without limitation to any other remedy available to the District, the Contractor shall be liable to the District for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

2.02.03 If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of Contractor and District shall be considered to have been terminated pursuant to termination for convenience of the District pursuant to Article 2.01 from the date of Notification of Default.

2.03 No Limitation

The rights and remedies of the District provided in this Article 2 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

3. FORCE MAJEURE

3.01 General

Neither party hereto shall be deemed to be in default of any provision of this Contract, or for any failure in performance, resulting from acts or events beyond the reasonable control of such party. For purposes of this Contract, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other "force majeure" events beyond the parties' reasonable control; provided, however, that the provisions of this Section 3 shall not preclude District from canceling or terminating this Contract (or any order for any product included herein), as otherwise permitted hereunder, regardless of any force majeure event occurring to Contractor.

3.02 Notification by Contractor

Contractor shall notify District in writing as soon as Contractor knows, or should reasonably know, that a force majeure event (as defined in Section 3.01) has occurred that will delay completion of the Scope of Work. Said notification shall include reasonable proofs required by the District to evaluate any Contractor request for relief under this Article 3. District shall examine Contractor's notification and determine if the Contractor is entitled to relief. The District shall notify the Contractor of its decision in writing. The District's decision regarding whether or not the Contractor is entitled to force majeure relief shall be final and binding on the parties.

3.03 Losses

Contractor is not entitled to damages, compensation, or reimbursement from the District for losses resulting from any "force majeure" event.

4. PROFESSIONAL STANDARDS

Contractor shall at all times during the term of this Contract possess the technical ability, experience, financial ability, overall expertise, and all other skills, licenses, and resources necessary to perform and complete the scope of work in a timely, professional manner so as to meet or exceed the provisions of this Contract.

5. PROFESSIONAL RELATIONS

5.01 Independent Contractor

No relationship of employer and employee is created by this Contract. In the performance of its work and duties, Contractor is at all times acting and performing as an independent contractor in the practice of its profession. District shall neither have nor exercise control or direction over the methods by which Contractor performs services pursuant to this Contract (including, without limitation, its officers, shareholders, and employees); provided, however, that Contractor agrees that all work performed pursuant to this Contract shall be in strict accordance with currently approved methods and practices in its profession, and in accordance with this Contract. The sole interest of District is to ensure that such services are performed and rendered in a competent and cost effective manner.

5.02 Benefits

Contractor (including, without limitation, its officers, shareholders, subcontractors and employees) has no claim under this Contract or otherwise against the District for social security benefits, workers' compensation benefits, disability benefits, unemployment benefits, vacation pay, sick leave, or any other employee benefit of any kind.

6. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

6.01 Scope

Contractor shall exonerate, indemnify, defend, and hold harmless District (which for the purpose of Articles 6 and 7 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

6.01.01 Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which District may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, or arising out of, or in any manner connected with the Contractor's performance under the provisions of this Contract. Such indemnification includes any damage to the person(s) or property (ies) of Contractor and third persons.

6.01.02 Any and all Federal, state and local taxes, charges, fees, or contributions required to be paid with respect to Contractor, Contractor's officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security, and payroll tax withholding).

7. INSURANCE

7.01 General

Contractor, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain at minimum all of the following insurance coverage. Such insurance coverage shall be primary coverage as respects District and any insurance or self-insurance maintained by District shall be excess of Contractor's insurance coverage and shall not contribute to it.

7.02 Types of Insurance and Minimum Limits

Contractor shall obtain and maintain during the term of this Contract:

- (1) Worker's Compensation and Employer's Liability Insurance in conformance with the laws of the State of California (not required for Contractor's subcontractors having no employees).
- (2) Contractor's vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by Contractor's employees), leased or hired vehicles, shall each be covered with Automobile Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit per accident for bodily injury and property damage.
- (3) Contractor shall obtain and maintain Comprehensive General Liability Insurance coverage in the minimum amount of \$1,000,000.00 combined single limit, including bodily injury, personal injury, and property damage. Such insurance coverage shall include, without limitation:
 - (a) Contractual liability coverage adequate to meet the Contractor's indemnification obligations under this contract.
 - (a) Full Personal Injury coverage.
 - (a) Broad form Property Damage coverage.
 - (a) A cross-liability clause in favor of the District.
- (4) Contractor shall obtain and maintain Professional Liability Insurance coverage in the minimum amount of \$1,000,000.00.

7.03 Other Insurance Provisions

- (1) As to all insurance coverage required herein, any deductible or self-insured retention exceeding \$5,000.00 shall be disclosed to and be subject to written approval by District.
- (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Contractor shall maintain such insurance coverage for three (3) years after expiration of the term (and any extensions) of this Contract.
- (3) All required Automobile Liability Insurance and Comprehensive or Commercial General Liability Insurance shall contain the following endorsement as a part of each policy: "The Santa Cruz Metropolitan Transit District is hereby added as an additional insured as respects the operations of the named insured."
- (4) All the insurance required herein shall contain the following clause: "It is agreed that this insurance shall not be canceled until thirty (30) days after the District shall have been given written notice of such cancellation or reduction."
- (5) Contractor shall notify District in writing at least thirty (30) days in advance of any reduction in any insurance policy required under this Contract.
- (6) Contractor agrees to provide District at or before the effective date of this Contract with a certificate of insurance of the coverage required.
- (1) All insurance shall be obtained from brokers or carriers authorized to transact business in California and are satisfactory to the District.

8. RESERVED

9. NO DISCRIMINATION

In connection with the performance of services provided under this Contract, Contractor shall not on the grounds of race, color, creed, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition or disability discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State, or local laws.

10. DISADVANTAGED BUSINESS ENTERPRISES

The Board of Directors of the Santa Cruz Metropolitan Transit District has adopted a Disadvantaged Business Enterprise Policy to promote the participation of disadvantaged business enterprises (DBE's) in all areas of District contracting to the maximum extent practicable. Consistent with the DBE Policy, the Contractor shall take all necessary and reasonable steps to ensure that DBE firms have the maximum practicable opportunity to participate in the performance of this project and any subcontracting opportunities thereof.

11. PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from District. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the District. This applies to both DBE and non-DBE subcontractors.

Prime subcontractors must include the prompt payment language of paragraph 1 in all subcontracts, regardless of subcontractor's DBE status. Failure of a prime contractor to uphold prompt payment requirements for subcontractors will result in District withholding reimbursement for completed work.

12. RESERVED

13. MISCELLANEOUS PROVISIONS

13.01 Successors and Assigns

The Contract shall inure to the benefit of, and be binding upon, the respective successors and assigns, if any, of the parties hereto, except that nothing contained in this Article shall be construed to permit any attempted assignment which would be unauthorized or void pursuant to any other provision of this Contract.

13.02 Survival of Rights and Obligations

In the event of termination, the rights and obligations of the parties which by their nature survive termination of the services covered by this Contract shall remain in full force and effect after termination. Compensation and revenues due from one party to the other under this Contract shall be paid; loaned equipment and material shall be returned to their respective owners; the duty to maintain and allow inspection of books, accounts, records and data shall be extended as provided in Section 13.15; and the hold harmless agreement contained in Article 6 shall survive.

13.03 Limitation on District Liability

The District's liability is, in the aggregate, limited to the total amount payable under this Contract.

13.04 Drug and Alcohol Policy

Contractor shall not use, possess, manufacture, or distribute alcohol or illegal drugs during the performance of the Contract or while on District premises or distribute same to District employees.

13.05 Publicity

Contractor agrees to submit to District all advertising, sales promotion, and other public matter relating to any service furnished by Contractor wherein the District's name is mentioned or language used from which the connection of District's name therewith may, within reason, be inferred or implied. Contractor further agrees not to publish or use any such advertising, sales promotion or publicity matter without the prior written consent of District.

13.06 Consent to Breach Not Waiver

No provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

13.07 Attorneys' Fees

In the event that suit is brought to enforce or interpret any part of this Contract, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, a reasonable attorney's fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorney's fees. No sum for attorney's fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover its costs or attorney's fees.

13.08 No Conflict of Interest

Contractor represents that it currently has no interest, and shall not have any interest, direct or indirect, that would conflict in any manner with the performance of services required under this Contract.

13.09 Prohibition of Discrimination against Qualified Handicapped Persons

Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in federally-assisted programs.

13.10 Cal OSHA/Hazardous Substances

13.10.01 Contractor shall comply with California Administrative Code Title 8, Section 5194, and shall directly (1) inform its employees of the hazardous substances they may be exposed to while performing their work on District property, (2) ensure that its employees take appropriate protective measures, and (3) provide the District's Manager of Facility Maintenance with a Material Safety Data Sheet (MSDS) for all hazardous substances to be used on District property.

13.10.02 Contractor shall comply with Cal OSHA regulations and the Hazardous Substance Training and Information Act. Further, said parties shall indemnify the District against any and all damage, loss, and injury resulting from non-compliance with this Article.

13.10.03 Contractor will comply with the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65) California Health and Safety Code Section 25249.5 - 25249.13. Contractor will ensure that clear and reasonable warnings are made to persons exposed to those chemicals listed by the State of California as being known to cause cancer or reproductive toxicity.

13.10.04 Contractor shall be solely responsible for any hazardous material, substance or chemical released or threatened release caused or contributed to by Contractor. Contractor shall be solely responsible for all clean-up efforts and costs.

13.11 Non-Assignment of Contract

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or Contractor's right, title or interest in or to the same or any part thereof without previous written consent by the District; and any such action by Contractor without District's previous written consent shall be void.

13.12 No Subcontract

Contractor shall not subcontract or permit anyone other than Contractor or its authorized staff and subcontractors to perform any of the scope of work, services or other performance required of Contractor under this Contract without the prior written consent of the District. Any such action by Contractor without District's previous consent shall be void.

13.13 Severability

If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect, and shall in no way be affected, impaired or invalidated.

13.14 All Amendments in Writing

No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

13.15 Audit

This Contract is subject to audit by Federal, State, or District personnel or their representatives at no cost for a period of four (4) years after the date of expiration or termination of the Contract. Requests for audits shall be made in writing, and Contractor shall respond with all information requested within ten (10) calendar days of the date of the request. During the four-year period that the Contract is subject to audit, Contractor shall maintain detailed records substantiating all costs and expenses billed against the Contract.

13.16 Smoking Prohibited

Contractor, its employees and agents shall not smoke in any enclosed area on District premises or in a District vehicle.

13.17 Responsibility for Equipment

13.17.01 District shall not be responsible nor held liable for any damage to person or property consequent upon the use, or misuse, or failure of any equipment used by Contractor, or any of its employees, even though such equipment be furnished, rented or loaned to Contractor by District.

13.17.02 Contractor is responsible to return to the District in good condition any equipment, including keys, issued to it by the District pursuant to this Agreement. If the contractor fails or refuses to return District-issued equipment within five days of the conclusion of the contract work the District shall deduct the actual costs to repair or replace the equipment not returned from the final payment owed to contractor or take other appropriate legal action at the discretion of the District.

13.18 Grant

Contracts

13.18.01 Contractor shall ensure throughout the terms of this Agreement that all federal, state and local laws and requirements are met including any requirements District is obligated to perform because of receipt of grant funding. Contractor shall also be required to fulfill its obligation as a federal and/or state and/or local sub-recipient of grant funding.

13.19 Time of the Essence

13.19.01 Time is of the essence in this Contract

PART V

PROFESSIONAL SERVICES CONTRACT FOR SUPPLEMENTAL PARATRANSIT SERVICES (04-07)

THIS CONTRACT is made effective on _____, 2004 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California ("District"), and _____ ("Contractor").

1. RECITALS

1.01 District's Primary Objective

District is a public entity whose primary objective is providing public transportation and has its principal office at 370 Encinal Street, Suite 100, Santa Cruz, California 95060.

1.02 District's Need for Supplemental Paratransit Services

District has the need for Supplemental Paratransit Services. In order to obtain these services, the District issued a Request for Proposals, dated August 17, 2004, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit "A".

1.03 Contractor's Proposal

Contractor is a firm/individual qualified to provide Supplemental Paratransit Services and whose principal place of business is _____. Pursuant to the Request for Proposals by the District, Contractor submitted a proposal for Supplemental Paratransit Services, which is attached hereto and incorporated herein by reference as Exhibit "B."

1.04 Selection of Contractor and Intent of Contract

On _____, District selected Contractor as the offeror whose proposal was most advantageous to the District, to provide the Supplemental Paratransit Services described herein. This Contract is intended to fix the provisions of these services.

District and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Section 13.14.

A. Exhibit "A"

Santa Cruz Metropolitan Transit District's "Request for Proposals" dated August 17, 2004

B. Exhibit "B" (Contractor's Proposal)

Contractor's Proposal to the District for Supplemental Paratransit Services, signed by Contractor and dated September 7, 2004.

2.02 Conflicts

Where in conflict, the provisions of this writing supersede those of the above-referenced documents, Exhibits "A" and "B". Where in conflict, the provisions of Exhibit "A" supercede Exhibit "B".

2.03 Recitals

The Recitals set forth in Article 1 are part of this Contract.

3. DEFINITIONS

3.01 General

The terms below (or pronouns in place of them) have the following meaning in the contract:

3.01.01 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2, and any written amendments made in accordance with Section 13.14.

3.01.02 CONTRACTOR - The Contractor selected by District for this project in accordance with the Request for Proposals issued August 17, 2004.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued August 17, 2004.

3.01.06 PROVISION - Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the contract that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.

3.01.07 SCOPE OF WORK (OR "WORK") - The entire obligation under the Contract, including, without limitation, all labor, equipment, materials, supplies, transportation, services, and other work products and expenses, express or implied, in the Contract.

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed three (3) years and shall commence upon the issuance of the contract by the District.

At the option of the District, this contract agreement may be renewed for two (2) additional one (1) year terms upon mutual written consent.

5. COMPENSATION

5.01 Terms of Payment

District shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by the District. District shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within forty-five (45) days of District written approval of Contractor's written invoice for said work. Contractor understands and agrees that if he/she exceeds the \$_____ maximum amount payable under this contract, that it does so at its own risk.

5.02 Invoices

Contractor shall submit invoices with a project number provided by the District on a monthly basis. Contractor's invoices shall include detailed records showing actual time devoted, work accomplished, date work accomplished, personnel used, and amount billed per hour. Expenses shall only be billed if allowed under the Contract. Telephone call expenses shall show the nature of the call and identify location and individual called. Said invoice records shall be kept up-to-date at all times and shall be available for inspection by the District (or any grantor of the District, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to the District are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the project.

6. NOTICES

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand; or three (3) days after posting, if sent by registered mail, receipt requested; to a party hereto at the address hereinunder set forth or to such other address as a party may designate by notice pursuant hereto.

DISTRICT

Santa Cruz Metropolitan Transit District
370 Encinal Street
Suite 100
Santa Cruz, CA 95060
Attention: General Manager

CONTRACTOR

Attention: _____

7. AUTHORITY

Each party has full power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

Signed on _____

DISTRICT
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Leslie R. White
General Manager

CONTRACTOR

By _____

Approved as to Form:

Margaret Rose Gallagher
District Counsel

PART VI

FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS FOR NON-CONSTRUCTION CONTRACTS

1.0 GENERAL

This Contract is subject to the terms of a financial assistance contract between the Santa Cruz Metropolitan Transit District and the Federal Transit Administration (FTA) of the United States Department of Transportation.

2.0 INTEREST TO MEMBERS OF OR DELEGATES TO CONGRESS

In accordance with 18 U.S.C. 431, no member of, nor delegates to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising therefrom.

3.0 INELIGIBLE CONTRACTORS

Neither Contractor, subcontractor, nor any officer or controlling interest holder of Contractor or subcontractor, is currently, or has been previously, on any debarred bidders list maintained by the United States Government.

4.0 EQUAL EMPLOYMENT OPPORTUNITY (Not applicable to contracts for standard commercial supplies and raw materials)

In connection with the execution of this Contract, the Contractor shall not discriminate against any employee or application for employment because of race, religion, color, sex, age (40 or over), national origin, pregnancy, ancestry, marital status, medical condition, physical handicap, sexual orientation, or citizenship status. The Contractor shall take affirmative action to insure that applicants employed and that employees are treated during their employment, without regard to their race, religion, color, sex national origin, etc. Such actions shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

5.0 TITLE VI CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

5.1 Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Contract.

5.2 Nondiscrimination

The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the regulations.

5.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

5.4 Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the District or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the District, or the Federal Transit Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

5.5 Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the District shall impose such contract sanctions as it or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- (a) Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or,
- (b) Cancellation, termination or suspension of the Contract, in whole or in part.

5.6 Incorporation of Provisions

The Contractor shall include the provisions of Paragraphs (1) through (6) of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the District or the Federal Transit Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may require the District to enter into such litigation to protect the interests of the District, and, in addition, the Contractor may request the services of the Attorney General in such litigation to protect the interests of the United States.

6.0 CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS (Applicable only to contracts in excess of \$100,000)

Contractor shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Contractor shall report all violations to FTA and to the USEPA Assistant Administrator for Enforcement (EN0329).

7.0 CONSERVATION

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321, et seq.).

8.0 AUDIT AND INSPECTION OF RECORDS (Applicable only to sole source or negotiated contracts in excess of \$10,000)

Contractor agrees that the District, the Comptroller General of the United States, or any of their duly authorized representatives shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three years after District makes final payments and all other pending matters are closed.

9.0 LABOR PROVISIONS (Applicable only to contracts of \$2,500.00 or more that involve the employment of mechanics or laborers)

9.1 Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, whichever is greater.

9.2 Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of which such individual was required or permitted to work in excess of eight (8) hours in excess of the standard work week of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.

9.3 Withholding for Unpaid Wages and Liquidated Damages

DOT or the District shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.

9.4 Nonconstruction Grants

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of

the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the District shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of DOT and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

9.5 Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (5) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (5) of this paragraph.

10.0 CARGO PREFERENCE (Applicable only to Contracts under which equipment, materials or commodities may be transported by ocean vehicle in carrying out the project)

The Contractor agrees:

- 10.1 To utilize privately owned United States-flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States- flag commercial vessels.
- 10.2 To furnish within 30 days following the date of loading for shipments originating within the United States, or within thirty (30) working days following the date of loading for shipment originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above, to the District (through the prime Contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington D. C. 20590, marked with appropriate identification of the project.
- 10.3 To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

11.0 BUY AMERICA PROVISION

This procurement is subject to the Federal Transportation Administration Buy America Requirements in 49 CFR 661. A Buy America Certificate, if required format (see Form of Proposal or Bid Form) must be completed and submitted with the proposal. A proposal that does not include the certificate shall be considered non-responsive. A waiver from the Buy America Provision may be sought by the District if grounds for the waiver exist. Section 165a of the Surface Transportation Act of 1982 permits FTA participation on this Contract only if steel and manufactured products used in the Contract are produced in the United States. In order for rolling stock to qualify as a domestic end product, the cost of components produced in the United States must exceed sixty percent (60%) of the cost of all components, and final assembly must take place in the United States.

12.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

12.1 Policy

It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this Agreement.

12.2 DBE Obligation

District and Contractor agree to insure that Disadvantaged Business Enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts under this Agreement. In this regard, District and Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to insure that Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform Contracts. District and Contractor shall not discriminate on the basis of race, creed, color, national origin, age or sex in the award and performance of DOT-assisted Contracts.

12.3 Transit Vehicle Manufacturers

Transit vehicle manufacturers must certify compliance with DBE regulations.

13.0 CONFLICT OF INTEREST

No employee, officer or agent of the District shall participate in selection, or in the award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when (1) the employee, officer or agent; (2) any member of his or her immediate family; (3) his or her partner; or (4) an organization that employs, or is about to employ, has a financial or other interest in the firm selected for award. The District's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Contractors, potential Contractors or parties of sub agreements.

14.0 MOTOR VEHICLE EMISSION REQUIREMENTS (Applicable only to Contracts involving the purchase of new motor vehicles)

The Contractor must provide a certification that:

- (a) The horsepower of the vehicle is adequate for the speed, range, and terrain in which it will be required and also to meet the demands of all auxiliary equipment.
- (b) All gases and vapors emanating from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere.
- (c) Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches (6") from the tail pipe with the vehicle in steady operation.
- (d) When the vehicle has been idled for three (3) minutes and then accelerated to eighty percent (80%) of rated speed under load, the opacity of the exhaust will not exceed No. 2 on the Ringlemann Scale for more than five (5) seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

15.0 MOTOR VEHICLE SAFETY STANDARDS (Applicable only to contracts involving the purchase of new motor vehicles)

The Contractor will assure that the motor vehicles purchased under this contract will comply with the Motor Vehicle Safety Standards as established by the Department of Transportation at 49 CFR Parts 390 and 571.

16.0 DEBARRED BIDDERS

The Contractor, including any of its officers or holders of a controlling interest, is obligated to inform the District whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the Contractor be included on such a list during the performance of this project, Contractor shall so inform the District.

17.0 PRIVACY (Applicable only to Contracts involving the administration of any system of records as defined by the Privacy Act of 1974, on behalf of the Federal Government)

17.1 General

The District and Contractor agree:

- (a) To comply with the Privacy Act of 1974, 5 U.S.C. 552a (the Act) and the rules and regulations issued pursuant to the Act when performance under the Contract involves the design, development or operation of any system of records on individuals to be operated by the District, its contractors or employees to accomplish a Government function.
- (b) To notify the Government when the District or Contractor anticipates operating a system of records on behalf of the Government in order to accomplish the requirements of this Agreement, if such system contains information about individuals which information will be retrieved by the individual's name or other identifier assigned to the individual. A system of records subject to the Act may not be employed in the performance of this Agreement until the necessary approval and publication requirements applicable to the system have been carried out. The District or Contractor, as appropriate, agrees to correct, maintain, disseminate, and use such records in accordance with the requirements of the Act, and to comply with all applicable requirements of the Act.
- (c) To include the Privacy Act Notification contained in this Agreement in every subcontract solicitation and in every subcontract when the performance of Work under the proposed subcontract may involve the design, development or operation of a system of records on individuals that is to be operated under the Contract to accomplish a Government function; and
- (d) To include this clause, including this paragraph in all in subcontracts under which Work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Government.

17.2 Applicability

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a Government function, the District, third party contractors and any of their employees are considered to be employees of the Government with respect to the Government function and the requirements of the Act, including the civil and criminal penalties for violations of the Act, are applicable except that the criminal penalties shall not apply with regard to contracts effective prior to September 27, 1975. In addition, failure to comply with the provisions of the Act or of this clause will make this Agreement subject to termination.

17.3 Definitions

The terms used in this clause have the following meanings:

- (a) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government including the collection, use and dissemination of records.
- (b) "Records" means any item, collection or grouping of information about an individual that is maintained by the District or Contractor on behalf of the Government, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.
- (c) "System of records" on individuals means a group of any records under the control of the District or Contractor on behalf of the Government from which information is retrieved by the name of the individual or by some identifying number, symbol or other identifying particular assigned to the individual.

18.0 PATENT RIGHTS (Applicable only to research and development contracts)

If any invention, improvement or discovery of the District or contractors or subcontractors is conceived or first actually reduced to practice in the course of or under this project which invention, improvement, or discovery may be patentable under the Patent Laws of the United States of America or any foreign country, the District (with appropriate assistance of any contractor or subcontractor involved) shall immediately notify the Government (FTA) and provide a detailed report. The rights and responsibilities of the District, third party contractors and subcontractors and the Government with respect to such invention will be determined in accordance with applicable Federal laws, regulations, policies and any waivers thereof.

19.0 RIGHTS IN DATA (Applicable only to research and development contracts)

The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents, machine forms such as punched cards, magnetic tape or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information. The term does not include financial reports, cost analyses and similar information incidental to contract administration.

All "subject data" first produced in the performance of this Agreement shall be the sole property of the Government. The District and Contractor agree not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the District and Contractor shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of the Government until such time as the Government may have released such data to the public. This restriction, however, does not apply to Agreements with academic institutions.

The District and Contractor agree to grant and do hereby grant to the Government and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive and irrevocable license throughout the world:

- (a) To publish, translate, reproduce, deliver, perform, use and dispose of, in any manner, any and all data not first produced or composed in the performance of this Contract but which is incorporated in the work furnished under this Contract; and
- (b) To authorize others so to do.

District and Contractor shall indemnify and save and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the District and Contractor of proprietary rights, copyrights or

rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use, or disposition of any data furnished under this Contract.

Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

The third and fourth paragraphs under Section 19.0 above are not applicable to material furnished to the District or Contractor by the Government and incorporated in the work furnished under the Contract, provided that such incorporated material is identified by the District or Contractor at the time of delivery of such work.

In the event that the project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data generated under that project shall become subject data as defined in the Rights in Data clause in this Contract and shall be delivered as the Government may direct. This clause shall be included in all subcontracts under this Contract.

20.0 NEW RESTRICTIONS ON LOBBYING

20.1 Prohibition

- (a) Section 1352 of Title 31, U.S. Code, provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The prohibition does not apply as follows:
 - (i) Agency and legislative liaison by Own Employees.
 - (ii) Professional and technical services by Own Employees.
 - (iii) Reporting for Own Employees.
 - (iv) Professional and technical services by Other than Own Employees.

20.2 Disclosure

- (a) Each person who requests or receives from an agency a Federal contract shall file with that agency a certification, included in Form of Proposal or Bid Forms, that the person has not made, and will not make, any payment prohibited by Section 20.1 of this clause.
- (b) Each person who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, Standard Form-LLL, "Disclosure of Lobbying Activities," if such person has made or has agreed to make any payment using non- appropriated funds (to include profits from any covered Federal action), which would be prohibited under Section 20.1 of this clause if paid for with appropriated funds.
- (c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(2) of this section. An event that materially affects the accuracy of the information reported includes:

- (i) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (ii) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - (iii) a change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (d) Any person who requests or receives from a person referred to in paragraph (c)(i) of this section a subcontract exceeding \$100,000 at any tier under a Federal contract shall file a certification, and a disclosure form, if required, to the next tier above.
- (e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraph (c)(i) of this section. That person shall forward all disclosure forms to the agency.

20.3 Agreement

In accepting any contract resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

20.4 Penalties.

- (a) Any person who makes an expenditure prohibited under Section 20.1 of this clause shall be subject to a civil penalty of not less than \$10,000 for each such expenditure.
- (b) Any person who fails to file or amend the disclosure form to be filed or amended if required by this clause, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (c) Contractors may rely without liability on the representations made by their sub- contractors in the certification and disclosure form.

20.5 Cost allowability

Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of Part 31 of the Federal Acquisition Regulation.

PART VII

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT PROTEST PROCEDURES

PROCUREMENT PROTESTS

All protests shall be filed, handled and resolved in a manner consistent with the requirements of Federal Transit Administration (FTA) Circular 4220.1E Third Party Contracting Guidelines dated June 19, 2003 and the Santa Cruz Metropolitan Transit District's (DISTRICT) Protest Procedures which are on file and available upon request.

Current FTA Policy states that: "Reviews of protests by FTA will be limited to:

- (1) a grantee's failure to have or follow its protest procedures, or its failure to review a complaint or protest; or
- (2) violation of Federal law or regulation.

An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester learned or should have learned of an adverse decision by the grantee or other basis of appeal to FTA" (FTA Circular 4220.1E, Section 7, paragraph 1., Written Protest Procedures)

Protests relating to the content of this Request for Proposal (RFP) package must be filed within ten (10) calendar days after the date the RFP is first advertised. Protests relating to a recommendation for award solicited by this RFP must be filed by an interested party within five (5) calendar days after the staff's written recommendation and notice of intent to award is issued to the offerors. The date of filing shall be the date of receipt of protests or appeals by the DISTRICT.

All Protests shall be filed in writing with the Assistant General Manager, Santa Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. No other location shall be acceptable. The DISTRICT will respond in detail to each substantive issue raised in the protest. The Assistant General Manager shall make a determination on the protest normally within ten (10) working days from receipt of protest. Any decision rendered by the Assistant General Manager may be appealed to the Board of Directors. The Protester has the right within five (5) working days of receipt of determination to file an appeal restating the basis of the protest and the grounds of the appeal. In the appeal, the Protester shall only be permitted to raise factual information previously provided in the protest or discovered subsequent to the Assistant General Manager's decision and directly related to the grounds of the protest. The Board of Directors has the authority to make a final determination and the Board of Director's decision shall constitute the DISTRICT's final administrative remedy.

In the event the protestor is not satisfied with the DISTRICT's final administrative determination, they may proceed within 90 days of the final decision to State Court for judicial relief. The Superior Court of the State of California for the County of Santa Cruz is the appropriate judicial authority having jurisdiction over Proposal Protest(s) and Appeal(s). Bid includes the term "offer" or "proposal" as used in the context of negotiated procurements.

The Offeror may withdraw its protest or appeal at any time before the DISTRICT issues a final decision.

Should the DISTRICT postpone the date of proposal submission owing to a protest or appeal of the solicitation specifications, addenda, dates or any other issue relating to this procurement, the DISTRICT shall notify, via addendum, all parties who are on record as having obtained a copy of the solicitation documents that an appeal/protest had been filed, and the due date for proposal submission shall be postponed until the DISTRICT has issued its final decision.

A letter of protest must set forth the grounds for protest and shall be fully supported with technical data, test results, or other pertinent information related to the subject being protested. The Protestor is responsible for adhering to the DISTRICT's protest procedures.

An Offeror may seek FTA review of the DISTRICT's decision. A protest appeal to the FTA must be filed in accordance with the provisions of FTA circular 4220.1E. Any appeal to the FTA shall be made not later than five (5) working days after a final decision is rendered under the DISTRICT's protest procedure. Protest appeals should be filed with:

Federal Transit Administration
Regional Administrator Region IX
201 Mission Street, Suite 2210
San Francisco, CA 94105-1839

METRO ParaCruz Customer Guide

Important Information for Users of
Santa Cruz Metropolitan Transit District's
Americans with Disabilities Act
(ADA) Complementary Paratransit Service

February 2003



METRO ParaCruz Customer Guide

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METRO ParaCruz Contact Numbers

TTY is an abbreviation for “text telephone.”

METRO ParaCruz Provider

Lift Line.....**425-1558** (voice)
 California Relay Service **1-800-735-2929** (TTY)
688-8302 (FAX)

- Reservations
- Dispatch
- Customer Service

Late Night Service Problems (after 10:30 PM)

North County (Santa Cruz Transportation).....**423-1234**
 South County (Courtesy Cab).....**761-3122**

METRO ParaCruz Administration.....**425-4664** (voice)
425-8993 (TTY)
423-1024 (FAX)

- Compliments/complaints/suggestions
- Eligibility Coordinator
- Administrator

Paratransit Users Advocate

Central Coast Center for Independent Living.....**462-8720** (voice)
462-8729 (TTY)

METRO ParaCruz Eligibility Assessment

Disabled Services at Orthopaedic Hospital.....**423-9380** (voice)
423-9386 (TTY)
423-9382 (FAX)

METRO Accessible Services Coordinator

(Mobility Training).....**423-3868** (voice)
425-8993 (TTY)

METRO Ticket and Pass Program Specialist

(Pre-paid ParaCruz tickets).....**425-3822**(voice)
425-8993 (TTY)

METRO Customer Service.....

425-8600 (voice)
425-8993 (TTY)

Meeting Our Customers' Travel Needs

The Santa Cruz Metropolitan Transit District (METRO) provides public transportation service throughout most of Santa Cruz County. This service includes 49 fixed bus routes and ADA complementary paratransit service (METRO ParaCruz) for people with physical, cognitive and psychiatric disabilities. All METRO bus routes are accessible to people with disabilities who need lifts or ramps to board buses, or who need audible stop information. Through this network of services, METRO's goal is to provide maximum transportation access to our customers.

Fixed Route Bus Service

METRO is committed to providing transportation services that can be used by all of our customers. All "fixed route buses" (larger buses that operate on set routes) have lifts or ramps to better serve riders who use wheelchairs or have difficulty getting up and down the bus steps. Drivers announce major stops, intersections, and connecting points to help riders recognize their bus stop or points of transfer. A limited number of seats near the entrance are designated as priority seating for seniors and people with all disabilities. For riders who use wheelchairs, there are reserved spaces with securement straps to provide a safe and secure ride. Drivers are trained to assist with this securement.

METRO encourages its paratransit customers to take advantage of the flexibility and independence that our fixed route bus service provides. For route and schedule information and any questions about using the METRO bus service, call METRO Customer Service at **425-8600 (TTY 425-8993)** Monday through Friday from 8:00 AM to 4:00 PM.

METRO offers free transit training for people learning to ride the bus. Training includes how to use the METRO system, how to obtain an ID Card, purchase tickets and passes, read the HEADWAYS Schedule book, and handle unexpected situations. For more information call METRO Customer Service at 425-8600 (TTY 425-8993). To schedule transit training, call the Accessible Services Coordinator at **423-3868 (TTY 425-8993)**.

METRO ParaCruz Service

For riders who have a physical, cognitive, or psychiatric disability that prevents them from making some or all of their trips on fixed route buses, METRO offers a shared-ride, door-to-door service. This service is called **METRO ParaCruz**. It is provided as part of our efforts to meet the requirements of the Americans with Disabilities Act of 1990 (ADA). METRO ParaCruz service is currently contracted by METRO to Community Bridges, Inc. (Lift Line).

METRO ParaCruz service must be reserved at least one day in advance. The service is provided with ramp-equipped minivans, lift-equipped vans, and sedans. METRO ParaCruz service operates in the same areas and during the same days and hours as the fixed route bus service. The service can be used for any trip purpose.

This Customer Guide provides information about the METRO ParaCruz service:

- How to apply for service
- Where it operates
- The days and hours of service
- How to request a ride
- Fares
- Other important information

If you still have questions after reading this Customer Guide, you can call METRO ParaCruz at **425-4664 (TTY 425-8993)**. Copies of this Customer Guide can also be requested in large print, Braille, audio cassette, Spanish language, on computer disk, or other alternative formats upon request.

How to Apply for METRO ParaCruz Service

Individuals interested in using METRO ParaCruz service must first be determined eligible. The eligibility assessment considers each person's functional ability to use fixed route bus service. Eligibility is not based on where you live, although service is only available in the designated METRO ParaCruz service area. If, as a result of a disability or health condition, you cannot use the fixed route buses under any conditions, you will be determined eligible and "unrestricted." If you can use fixed route buses some of the time, but not at other times, you will be determined eligible but "restricted" from those trips that you could make by bus.

To begin the eligibility process, call 423-9380 (TTY 423-9386). If you have questions about the process, please call the ParaCruz Eligibility Coordinator at 425-4664 (TTY 425-8993).

To apply, call the METRO ParaCruz Eligibility Assessment Office at 423-9380 (TTY 423-9386) and schedule an appointment for an interview. Interviews normally take about 30 minutes. Your interview will be scheduled at the interview location closest to you and at a time that is convenient for you. If you need transportation to and from the interview, just ask when you make your appointment and free transportation will be provided. The person who interviews you will complete your eligibility determination form with you and will discuss your travel abilities and needs in more detail. You can also ask any questions you have about the service.

You will be notified of your eligibility determination within 7 days after the interview. If you are approved, a letter and ID card will be sent to you. If for any reason a decision is not made within 21 calendar days, METRO ParaCruz service will be provided until a final decision is made. **If you do not agree with the decision that is made, you can appeal the decision to an independent appeals panel.**

Immediate Needs

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METRO recognizes that due to unforeseen circumstances there may be times when customers need transportation to and from critical appointments before they are able to complete the eligibility process. In these cases, contact the METRO ParaCruz Eligibility Coordinator for consideration of limited immediate needs transportation on an individual basis.

Temporary Disabilities

Temporary eligibility is provided to customers who have a limited term condition that prevents them from using the METRO bus system. Eligibility will be provided for the expected duration of the disability. Contact the Eligibility Coordinator at **425-4664 (TTY 425-8993)** for more information.

Appealing an Eligibility Determination

Applicants who believe an eligibility determination was made in error may appeal the decision. The applicant may initiate an appeal in writing (forms can be obtained from the Eligibility Coordinator) within 60 days of the determination. Address the appeal to:

**METRO ParaCruz Eligibility Coordinator
METRO Center
920 Pacific Avenue, Suite 21
Santa Cruz, CA 95060**

The request must include:

- ➔ Applicant's name and address
- ➔ Request for an appeal

Prior to your hearing, please provide additional information to assist the panel in making a determination:

- ➔ Reason you believe the determination was incorrect
- ➔ Information supporting your request

The Eligibility Coordinator will schedule an independent appeal hearing for you within 30 days of receipt of the appeal request.

Service for Visitors

Visitors to the area can use METRO ParaCruz for up to 21 days within a 365-day period by providing documentation that they have been determined eligible for similar ADA complementary paratransit services by a transit agency in another part of the country. Applicants for Visitor service may be required to provide proof of visitor status. Visitors who do not have this kind of eligibility because they live in areas without public transit service might be asked for documentation of their health condition or disability.

If you will be visiting for more than 21 days within a 365-day period, you will need to participate in the METRO ParaCruz eligibility process to continue to ride. (See: **How to Apply for METRO ParaCruz Service** on page 6).

METRO ParaCruz Service Area and Service Hours

METRO ParaCruz is designed to be “comparable to” (or similar to) the fixed route bus service. For this reason, it operates in the same general area as the fixed route bus service.

Service Area

METRO ParaCruz provides service to any destination within Santa Cruz County that is within $\frac{3}{4}$ miles of a bus route. To find out if the places you want to travel to and from are within the service area, contact the office of the METRO Paratransit Administrator at **425-4664 (TTY 425-8993)**.

Service Days and Hours

METRO ParaCruz operates:

6:00 AM to 10:30 PM, 7 days a week (*except holidays listed below*).

METRO ParaCruz **does not operate** on the following holidays:

- New Years Day
- Thanksgiving
- Christmas Day

METRO ParaCruz operates additional evening hours to correspond with certain fixed routes. Call the office of the METRO Paratransit Administrator at **425-4664 (TTY 425-8993)** for more information.

Please have your METRO ParaCruz ID card available when boarding the vehicle.

Your ParaCruz ID card entitles you to discount fares and passes on the METRO fixed-route bus system.

METRO passes (fixed-route, student or discount) are **not valid** on METRO ParaCruz

Fares

The one-way fare for scheduled METRO ParaCruz service is twice the current bus fare. METRO ParaCruz fare is set by the METRO Board of Directors and may change.

Fare must be paid each time you board the vehicle and can be paid as:

- **Cash.** Exact fare only (coins or dollar bills). Drivers cannot make change.
- **Pre-paid METRO ParaCruz Tickets.** May be purchased at the METRO Center Information Booth or by mail. Tickets may be purchased at other locations by special arrangement. Please call 425-3822 for ticket information.

METRO ParaCruz Tickets
METRO Center
920 Pacific Avenue, Suite 21
Santa Cruz, CA 95060

Have your exact fare ready for the driver when you board the vehicle. Drivers are not permitted to go into your purse or wallet to get your fare. If you are unable to take your fare out of your purse or wallet, you may put your fare in a separate coin purse or envelope for the driver.

Note: Drivers *are not permitted* to accept tips. If you would like to commend a driver, call the METRO Paratransit Administrator at 425-4664 (TTY 425-8993).

Reserving Rides on METRO ParaCruz

When to Reserve a Ride

You can reserve your METRO ParaCruz ride from one to fourteen days in advance of your trip. Reservation telephones are open seven days a week (except holidays) from 8:00 AM until 5:00 PM. If you need to call on holidays to request a ride for the **next day**, you may leave a message with your request and the scheduler will call you back that evening between 5:00 PM and 9:00 PM to confirm your ride.

Please **DO NOT** make reservations for trips you are not sure you will actually take. Tentative reservations and cancellations can cause scheduling and service difficulties.

How to Reserve a Ride

To request a ride, call **425-1558** (TTY: connect through the California Relay Service **1-800-735-2929**) at least one day in advance of your trip. **During the busiest reservation times of the day (early mornings and late afternoons) you may reach a busy signal or be placed on hold until a reservation agent can assist you. Hold times can be 2-3 minutes or longer. If possible, place your trip requests during the middle of the day when the telephone lines are less busy.**

The reservation agent will guide you through the reservation process. **Please have the following information ready when you call to make a reservation:**

1. Your first and last name.
2. Your METRO ParaCruz ID number.
3. The date and day of the week you need to ride.
4. The street address where you need to be picked up.
5. The street address or a known landmark where you are going and the telephone number (if you have it). If you will be going to a large facility with several entrances (such as a mall or large medical facility), please specify the exact point where you would like to be dropped off or picked up.
6. The time you would like to arrive (the appointment time, if applicable).
7. The time you will be ready to be picked up for a return trip (if applicable).
8. If you use a mobility aid such as a wheelchair, walker, scooter. (See: **Wheelchairs and other Mobility Aids** on page 20 for information about the maximum sizes and weights our vehicles can accommodate.)
9. If you will need to use the lift.

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10. If a personal attendant or companion(s) will be traveling with you.
11. If you will need a car seat for a child traveling with you.
12. If a service animal will be riding with you.
13. If you will be using a collapsible wheeled cart for shopping.
14. If you need special assistance from the driver.
15. Any other information you feel we should know to safely and comfortably serve you.

Your “Ready Window”

After you have scheduled your trip(s), the reservation agent will read your reservation back to you and inform you of the ready window (time within which you can expect the vehicle to arrive) for each one-way trip. Your ride can arrive **10 minutes prior to or 20 minutes after your scheduled pick-up time**. This 30-minute period of time is called your *Ready Window*. You may arrive at your appointment a little early or be picked up later than you requested. After you have provided the above trip information, the reservation agent will offer you one or more trip options. We will make every effort to offer you a pick-up and drop-off time that is as close as possible to the time you request. **Like the bus, METRO ParaCruz is a *shared-ride* service.** Other customers may be scheduled on the same vehicle. To ensure that the scheduling options offered will meet your needs as closely as possible, METRO ParaCruz established the following scheduling guidelines:

- Your ride will arrive at your destination point no more than 30 minutes before your requested drop-off time and no later than your requested drop-off time.
- A return pick-up should arrive no later than 60 minutes after the time you have scheduled and no earlier than that time.
- Most trips should take no more than 60 minutes from the pick-up until the drop-off. However, depending on traffic conditions and the distance you are traveling, your trip may be shorter or longer.

SCHEDULING TIPS

- When you call to schedule trips, have a pen and paper handy so you can write down important information such as your pick-up Ready Window when you need to be ready for the METRO ParaCruz vehicle.
- If you are scheduling several trips, have all of the information for each trip available when you call. This will help the reservation agent to serve you efficiently. Although it is difficult to know ahead of time exactly when you will be ready for your return trip, it is very important to schedule the time as accurately as possible. Leave some extra time if you are not sure.
- If you are going to a doctor's office or other medical appointment, let the person who is making your medical appointment know you will be using METRO ParaCruz. Ask them for an estimate of a time when you will be finished. This will help you to schedule a return time with METRO ParaCruz.
- If you have an appointment, allow some extra time to get from the METRO ParaCruz vehicle to your final destination. For example, if your appointment is at 9:00 AM, you may want to tell the reservation agent you would like to arrive no later than 8:45 AM. The reservation agent is trained to assist you with scheduling your ride for your appointment times.
- Similarly, leave time to get to the place where the METRO ParaCruz vehicle will pick you up for your return trip. For example, if you work until 5:00 PM, you might want to ask the reservation agent for a 5:15 PM pick-up.
- If you cannot be picked up to return earlier than a certain time (for example, you cannot be picked up from work until 5:15 PM), let the reservation agent know this.
- If you do not have a specific appointment time and can be flexible about your travel times, let the reservation agent know this. We might be able to best serve you if you can travel earlier or later in the day when we have more vehicle space available.
- If you know that another METRO ParaCruz customer who lives near you will be traveling to the same place at the same time, and you would like to travel with them, mention this when you call to request your ride. The reservation agent can check to see if your rides can be combined (although this may not always be possible).

Will-Call Returns

You are requested to schedule your return trip times whenever possible. If you are taking a trip for an appointment and you do not know when you will be ready for a return trip, you may request a Will-Call return. You will be instructed to call the METRO ParaCruz Provider (Lift Line) at 425-1558 when you are ready to return up to 10:30 PM. The reservation agent will schedule a trip on the first available vehicle in your area. Please be advised that you may have to wait up to an hour for the vehicle to arrive.

For Will-Call returns after 10:30 PM. (available in designated service areas only), call **423-1234 (north county)** or **761-3122 (south county)**.

Scheduling Multiple Trips

You can request up to four (4) round-trips per telephone call. If you have more than four trips you need to schedule, please call back to schedule these other trips. This limit on scheduling has been set to minimize the telephone hold times for all customers. It can sometimes take 2-3 minutes to schedule each trip. The limit on the number of trips scheduled at one time helps to keep the telephone lines from being tied up for long periods.

Subscription Service

If you need a ride to the *same place*, at the *same time*, at least once a week, “Subscription Service” may be a good option for you. This service allows you to schedule these trips with one call. You will then be automatically placed on the schedule each week. Ask the reservation agent about this option.

If you are receiving Subscription Service, it is important to *let us know immediately if you don't need a ride on a particular day*. This way, we can make the change on our schedules. For example, if you have Subscription Service for a trip to school each weekday, keep us updated on holiday and vacation times when school is not in session. This will help us avoid unnecessary trips.

Because subscription service is limited, it is important to let us know when your schedule changes. If you ride less frequently than once a week, please call the reservations agents to schedule those rides. Excessive cancellations (within your control) of subscription rides may result in removal from the subscription list.

You can put your subscription trip on “hold” for up to three months. When you are ready to have your subscription taken off hold, call the METRO ParaCruz Provider one week in advance to reinstate the service. If you need to put your trips on hold for a period longer than three months, we may ask you to request new subscription service when it is again needed.

If we are unable to accommodate your request for subscription service, you will be put on a waiting list. You will be contacted when space becomes available. **While you are on the waiting list, you may continue to reserve trips individually.**

How to Change a Scheduled Ride

If your plans change and your need to adjust your ride times, call the METRO ParaCruz Provider (Lift Line) at 425-1558 (If you use a TTY, please connect through the California Relay Service 1-800-735-2929) at least one day before your trip. Remember, reservation agents are available every day (except holidays) from 8:00 AM until 5:00 PM. If you call on a holiday to change a ride for the next day, you may leave a message with the information and you will receive a call back that evening between 5:00 PM and 9:00 PM to confirm the change.

Tell the reservation agent you would like to change a ride that has already been scheduled. The reservation agent will ask you:

1. Your first and last name.
2. Your ID number.
3. The date and time of the trip you are calling to change.
4. The new times that you would like to schedule, or changes you would like to make.

The reservation agent will always try to accommodate your needs, but changes to your original ride request may result in adjustment to your ready window and ride time, according to schedule availability. The reservation agent will read back your new ready window and travel details.

METRO ParaCruz cannot change pick-up times or pick-up/drop-off locations on the day of your ride.

If Your Appointment is Running Late

Everyone has occasional circumstances outside of their control which can cause delays at a scheduled appointment. If your appointment is running later than you expected and there is a chance you will not be ready for your scheduled return trip (or if you have missed your ride), call Lift Line at 425-1558 as soon as possible.

You will be asked for:

- ➔ Your name
- ➔ Your ID number
- ➔ The time of your scheduled return trip pick-up

METRO ParaCruz will attempt to adjust your return trip pick-up time and assign another

vehicle to pick you up at a later time. **Because schedules are set the day before, there may be a delay of an hour or more before another vehicle is available to accommodate your trip.**

Remember: Allow extra time for medical appointments or other appointments that may take longer than expected.

How to Cancel a Scheduled Ride

Please call and cancel the ride as soon as you know you will not be traveling to avoid being considered a no-show. No-shows can lead to a suspension of service. (see **No-shows** on page 15)

Call the METRO ParaCruz Provider (Lift Line) at 425-1558. If you use a TTY, connect through the California Relay Service 1-800-735-2929 between 6:00 AM and 10:30 PM

If you need to cancel a trip on the day of your ride, please call at least one hour before your scheduled pick-up time. It is important to notify METRO ParaCruz in time so that the driver does not make an unnecessary trip, and so you are not considered a no-show.

No-Shows

A no-show occurs when:

- After scheduling a trip, the customer no longer needs the ride and fails to call and cancel at least one (1) hour before the trip
- The vehicle arrives within the Ready Window, but the driver cannot locate the customer at the requested pick-up location within five (5) minutes.
- The vehicle arrives within the Ready Window but the customer is not ready to go and after waiting five (5) minutes, the driver must leave to stay on schedule.

No-shows cause excess delays, inconvenience other riders, waste resources and increase operating costs. To emphasize the importance of avoiding no-shows, METRO, with the advice and consent of its METRO Accessible Services Transit Forum (MASTF), has adopted the following policy:

- Each time a ride is deemed a no-show, the rider will be sent a letter with the date and time of the apparent no-show. Riders may dispute the no-show or indicate if circumstances beyond their control caused the no-show. To respond to a no-show letter, call the METRO Paratransit Administrator at 425-4664.
- Two (2) unexcused no-shows within a 90 day period will result in a written warning of a possible suspension of service with the next no-show.
- Three (3) unexcused no-shows within a 90 day period will result in suspension of their use of METRO ParaCruz for 30 days. A notice letter will be sent explaining that the suspension will be effective 10 days after the date on the notice unless an appeal is filed as outlined below.

- **If you no-show for the first leg of a trip, your return ride will not be canceled automatically. You are responsible to cancel each leg. Failure to do so could subject you to the penalties outlined above.**
- If you miss a scheduled ride for any reason, be sure to call the METRO ParaCruz Provider (Lift Line) to let them know whether or not you still want to keep other trips on that day.

If a schedule delay, bad weather, or breakdown causes the METRO ParaCruz service to be late or to miss a pick-up and you decide to find another way to your appointment, please call the METRO ParaCruz provider (Lift Line) and tell them that you would still like a return ride.

Appealing a No-show Charge

➔ If you think that you have been charged with a no-show in error, you may appeal the no-show by contacting the METRO Paratransit Administrator by calling call 425-4664 or by writing:

**METRO Paratransit Administrator
METRO Center
920 Pacific Avenue, Suite 21
Santa Cruz, CA 95060**

You need to provide an explanation of the circumstances that resulted in the no-show and why it should not be charged.

For a no-show to be valid, the METRO ParaCruz Provider (Lift Line) must document:

- The driver was present at the pick-up location within the ready window
- The ride was not previously cancelled (More than one hour in advance)
- The driver was authorized by the dispatcher to leave the pick-up address

Appealing a No-show Suspension

➔ If you receive a notice of proposed suspension, you have been charged with three (3) no-shows. If you think that you have been charged with three (3) no-shows in error, you may appeal the no-show suspension. To request an hearing, call 425-4664. Your request

may also be submitted in writing to:

METRO Paratransit Administrator
METRO Center
920 Pacific Avenue, Suite 21
Santa Cruz, 95060

- ➔ Your appeal request will be reviewed by an independent panel within 30 days of receipt.
- ➔ You will continue to receive service until the review panel has made a determination.
- ➔ Subsequent No-shows during the appeal process will be considered by the review panel in its determination.

What to Expect When the Vehicle Arrives

The METRO ParaCruz driver will arrive in a van, minivan, or sedan, depending on your transportation needs and vehicle availability in your area. The driver will pull the vehicle up to the curb in front of the pick-up address you provided. ***The vehicle may arrive any time within your Ready Window.*** Please be ready to go when the vehicle arrives so that the driver can stay on schedule for all customers. If possible, wait in an area where you can see or hear the vehicle arrive or where the driver will be able to see you. If you do not appear at the scheduled time, the driver will come to the specified entrance of the building and make his presence known. The driver will wait up to five (5) minutes before departing.

Door-to-door service

If you think it may be difficult for you to know when the METRO ParaCruz vehicles arrive (because of your disability or where you are being picked up), please let us know. We will work with you to figure out possible ways to alert you to when vehicles arrive.

Door-to-door service means that the driver will escort you (in needed) from the designated street level entrance of the building you are being picked up from to the designated street level entrance of your destination. The driver is not allowed to enter your home, nor to escort you beyond the street level entrance at your destination.

What the Driver Will Do:

- Arrive at your pick up location, come to the specified entrance and announce his/her arrival, and wait for up to five minutes.
- Provide assistance from your front door to the vehicle.
- Provide assistance into and out of the vehicle.
- Operate the wheelchair ramp or lift.
- Assist with the securement of wheelchairs and mobility aids, and with seat belts.
- Provide limited assistance with packages up to 30 pounds total. (wheeled carts are helpful).

- Provide assistance to the door of your destination.

What the Driver Will Not Do:

- Drivers are not permitted to go inside your home to get you, nor inside the building at your destination.
- Drivers are not permitted to perform home health care duties such as assistance transferring from or to a wheelchair in the home, disconnecting medical equipment such as oxygen, or turning off appliances or televisions. The customer must arrange for a personal care attendant if these types of services are needed.
- Drivers may not go into your purse or wallet to get your fare.
- Drivers do not provide assistance loading or unloading objects over 30 pounds. If you need assistance with objects over 30 pounds, please arrange for a companion to assist you.
- Drivers do not accept tips. If you would like to compliment a driver or have a complaint, call METRO ParaCruz at 425-4664.

Paying Your Fare

Exact fare must be paid each time you board the vehicle. (See: **Fares** on page 9 for more information.)

To Check on Your Ride

If a ParaCruz vehicle has not arrived by the end of the Ready Window, call the METRO ParaCruz Provider (Lift Line) at 425-1558. If you use a TTY, please connect through the California Relay Service 1-800-735-2929. The dispatcher will radio the driver and give you an update on your trip. Stay within sight of the pick-up location if at all possible, in case the vehicle arrives while you are calling.

Late Night Service Problems

Should a problem involving your METRO ParaCruz trip arise after 10:30 PM, call the after hours dispatcher for your area at 423-1234 for north county, and 761-3122 in south county. This is only if you have a will-call after 10:30 PM or if your vehicle is more than 20 minutes late for a pick-up after 10:30 PM.

Rider Tips

- Make sure that your address is clearly visible from the street, especially at night.
- If you are being picked up at a large building, make sure when you schedule your ride to tell the reservation agent at which entrance you will be waiting.
- Carry needed medication with you in case your trip takes longer than expected.
- If you have a medical need, please bring a small snack with you in case the trip is longer than planned.

Personal Care Attendants

A Personal Care Attendant (PCA) is someone you may bring with you to assist you with traveling or with personal care or activities. PCAs are not required to pay a fare when traveling with you. PCAs must get on and off the vehicle at the same places and times as you.

For a PCA to ride free with you, you must be registered with METRO ParaCruz as needing a PCA. This is done as part of the eligibility process. If your condition has changed since you first applied to be eligible for ParaCruz and now need a PCA, call the ParaCruz Eligibility Coordinator at 425-4664 or 425-8993 (TTY) for more information.

You will need to tell the reservation agent when you schedule trips that you will be traveling with a PCA. This ensures that there will be room on the vehicle for you, your PCA, and other scheduled riders.

Guests/Companions

A guest/companion is someone you want to bring along to share the trip, not someone you must bring to assist you. Guests/companions must pay a fare when accompanying you, and must get on and off the vehicle at the same place and time as you.

You will need to tell the reservation agent when you schedule trips that you will be traveling with one or more guests/companions. **Drivers cannot add riders who do not have a reservation.**

If you make a reservation for them, you are always entitled to bring one guest/companion with you. Reservations for additional guests/companions will be accommodated only if there is enough space on the vehicle.

Children

All children under 46 inches tall must be accompanied by an adult. If traveling with an eligible fare-paying adult, children under 46 inches tall do not need to pay a fare.

Children under six (6) years of age will be considered for METRO ParaCruz eligibility based on the functional ability of both the accompanying adult and child (as a team) to use fixed route bus service. When an eligible child is traveling with an adult (who is serving as a personal care attendant), a fare must be paid for the child and the adult attendant rides free.

In addition, children under six (6) years of age (or under 60 pounds) must travel in an approved child seat. The METRO ParaCruz Provider (Lift Line) will have a limited number of car seats available. Please let the reservations agent know if you need one when scheduling your trip. If you have your own car seat, you are encouraged to use it.

An adult accompanying a child on METRO ParaCruz is responsible for the child. Drivers can assist with securing child seats, but are not permitted to carry children on or off of the vehicle for you. If you will need assistance with the child, please bring someone else along to help you.

Wheelchairs and Other Mobility Aids

METRO ParaCruz vehicles are designed to accommodate most wheelchairs and mobility aids. We are not be able to safely accommodate you, though, if your wheelchair or mobility aid exceeds the following limits:

- More than 30 inches wide
- More than 48 inches long
- More than 600 pounds (mobility device when occupied).

Scoters

Some three-wheeled scooters are difficult to secure on METRO ParaCruz vehicles. Some scooters also come with a warning from the manufacturer that they should not be used as seats on moving vehicles. Because of this, the driver may recommend that you transfer to a vehicle seat if you can do this. While the driver will not require you to transfer, we strongly recommend that you do so that we can provide you and other customers with the safest ride possible.

Respirators and Portable Oxygen Equipment

Portable oxygen equipment and portable respirators are permitted on METRO ParaCruz. The driver will assist you in securing this equipment on the vehicle. Drivers are not permitted, however, to assist you in using this equipment. If you need assistance with portable life support equipment, please arrange to bring a qualified attendant along with you.

Service Animals

Riders may travel with a trained service animal. Service animals include guide dogs, signal dogs, and other animals trained to work or perform tasks for persons with disabilities. Be sure to inform the reservation agent when you are scheduling a ride if you will be traveling with a service animal.

Pets

Animals that are not service animals may ride on METRO ParaCruz only if they are properly caged or kenneled. For safety reasons, drivers are not permitted to carry cages or kennels heavier than 30 pounds on or off of METRO ParaCruz vehicles. If you need assistance with a pet, please arrange to travel with someone who can help you.

Safety Belts

For your safety and security, you will be required to use a safety belt and remain seated while riding on ParaCruz vehicles.

Packages and Personal Items

You may bring grocery bags, luggage, or other packages or personal items with you on METRO ParaCruz. Drivers will assist with loading and unloading of packages and personal items weighing no more than 30 pounds. You may bring packages in excess of this limit (i.e., that weigh no more than 50 pounds or are longer than 5 feet) onboard the vehicle, but you and/or your assistant or companion must be able to load and unload them without delaying the vehicle. Also, keep in mind that this is a shared-ride service and space is limited. Grocery store carts are not permitted on vehicles, but you may bring packages onboard in personal two-wheeled, collapsible carts. Please let the reservation agent know that you are bringing a cart so that an appropriate vehicle may be scheduled for you.

Emergency Procedures

If you have a medical emergency, always call 9-1-1.

In the event of an accident or emergency while onboard an METRO ParaCruz vehicle, please remain calm and follow the instructions of the driver.

A rider who becomes ill, or notices another rider who may be ill, should immediately inform the driver.

If riders are to be met when they are dropped-off and the person is not there when the driver arrives, the rider will be transported back to the METRO office (or to another safe location) and the rider's guardian or assistant will be notified and required to pick-up the rider or

make other transportation arrangements.

There are instances when a trip may take longer than expected. Bring any medication you need. If you have a medical need, you may want to carry a small snack.

Inclement Weather

METRO reserves the right to suspend, modify or cancel service during times of hazardous weather conditions which may jeopardize the safety of our passengers and employees. On bad weather days, the METRO ParaCruz Provider (Lift Line) will be able to tell you if service is operating or not.

If your trip is for dialysis, chemotherapy, or another life-sustaining purpose, call the METRO ParaCruz Provider (Lift Line) at 425-1558 (If you use a TTY, please connect through the California Relay Service 1-800-735-2929) to make sure you can get where you need to go. Every effort will be made to deliver your trips using METRO ParaCruz or by arranging other emergency assistance.

If you are traveling during inclement weather, be sure to prepare for longer ride times. Bring any medication you may need. If you have a medical need, bring a small snack with you in the event your trip takes longer than expected.

Rider Courtesy

METRO has a short list of common-sense rules to ensure the safety of all riders and drivers. We ask that riders observe the following Rules of Conduct:

- No smoking on the vehicles.
- No eating or drinking on-board (unless required for health reasons).
- No possession of open containers of alcohol or with illegal drugs.
- No abusive, threatening, or obscene language or actions.
- No physical abuse of another rider or the driver.
- No petting guide dogs or other service animals without the permission of the owner.
- No playing of radios, cassette tape players, or compact disc players (without headphones), or other noisy equipment while on-board.
- No operating or tampering with any vehicle equipment while on-board.

Riders who engage in verbal or physical abuse or cause injury to another rider or driver, or who engage in other illegal activities may be subject to immediate and permanent suspension from receiving METRO ParaCruz service.

Riders who engage in activity which seriously disrupts METRO ParaCruz operations may also be subject to a suspension of service.

Any rider who is suspended from service will be notified in writing and will be given an

opportunity to appeal the suspension.

Suggestions, Comments, Compliments and Complaints

We welcome suggestions, comments, compliments and complaints on our METRO ParaCruz service.

If you have a comment or complaint about a particular trip or reservation experience, please contact METRO ParaCruz at 425-4664 or 425-8993 if you use a TTY.

If you have a comment about service policies or eligibility determination, call the METRO Paratransit Administrator at 425-4664 or write to:

**METRO Paratransit Administrator
Santa Cruz METRO Center, Suite 21
920 Pacific Avenue
Santa Cruz, CA 95060**

To allow us to follow-up on your comments or suggestions, please be specific and provide us with the following information:

- Your name, mailing address, and telephone number.
- The date, time, and location of the incident.
- The vehicle number, driver's name or both (if possible).
- If concerning METRO ParaCruz Provider (Lift Line) office staff, the time of your conversation with them and the name of the employee.
- A detailed explanation of the incident or suggestion.

We will follow-up each comment or complaint received and will contact you in writing to confirm that we have received and are reviewing your comment or complaint within four (4) days. Notice of resolution of the complaint will be provided to you in writing within thirty (30) days.

Paratransit Users Advocate

The Paratransit Users Advocate is available to assist customers with addressing METRO

ParaCruz service issues.

You may request assistance with a policy issue, a service requirement, make a comment or complaint, or, if you wish, you may file a complaint or comment anonymously.

You may contact the Paratransit Users Advocate at:

Central Coast Center for Independent Living (CCCIL)

1395 41st Avenue, Suite B

Capitola, CA 95010

Email: CCCIL@cccil.org

Phone: 831-462-872 (TTY 831-462-8729)

Glossary of METRO ParaCruz Terms

ADA Complementary Paratransit (METRO ParaCruz): The Americans with Disabilities Act (ADA) requires public providers of fixed route bus service to make transportation service available to persons with disabilities who are unable to use accessible fixed route bus service. METRO ParaCruz is the name given to the ADA Complementary Paratransit provided by the Santa Cruz Metropolitan Transit District (METRO). METRO ParaCruz service must be “comparable” to fixed route service in seven key areas: service area, days and hours of service, fares, response time, travel time, trip purpose restrictions, and capacity constraints.

Appeals Process: The opportunity available to an METRO ParaCruz rider to dispute, before an independent panel, METRO decisions regarding his/her eligibility for service or suspension of service due to no-shows.

Cancellation: Notification from a rider to the METRO ParaCruz Provider that he/she will not be needing a scheduled ride. Cancellations should be made as early as possible, but *must* be made no later than one hour prior to a scheduled ride.

Driver Wait Time:

A period of five minutes after the arrival of the vehicle at the pick-up location during which the driver will wait for the rider before departing. The vehicle may arrive at any time during the Ready Window for a particular trip; the driver will wait for the rider for five minutes after that time before leaving to pick up the next rider.

METRO Accessible Services Coordinator: The METRO staff person responsible for providing training and support for persons wanting to learn how to use the local fixed-route transit system and its accessible features and services.

METRO ParaCruz Eligibility: Four categories of persons seeking transportation in the METRO service area are eligible for METRO ParaCruz service:

- Individuals who, because of a disability, are unable to board, ride, or exit independently from an accessible fixed route bus
- Individuals who, because of a disability, are unable to travel to or from a bus stop
- Visitors to the METRO service area who are eligible for METRO ParaCruz service in another community, and visitors with disabilities who are unable to use the METRO bus system
- Personal Care Attendants and companions of ADA-eligible individuals

METRO ParaCruz Eligibility Assessment Contractor (*Disabled Services at Orthopaedic Hospital*): The company that performs METRO ParaCruz eligibility

determinations under contract to METRO. The METRO ParaCruz Eligibility Assessment Contractor may use other professionals in making determinations.

METRO ParaCruz Eligibility Coordinator: The METRO staff person responsible for overseeing the METRO ParaCruz eligibility determination process.

METRO Paratransit Administrator: The METRO staff person responsible for overseeing all aspects of the administration and delivery of METRO ParaCruz service.

Paratransit Users Advocate: The Central Coast Center for Independent Living (CCCIL) will act as a liaison, when needed, between METRO ParaCruz service riders and METRO with regard to service issues.

METRO ParaCruz Provider: Community Bridges, Inc. (Lift Line) The transportation operator that delivers METRO ParaCruz service under contract to METRO. The METRO ParaCruz Provider may employ other transportation operators as subcontractors for the provision of METRO ParaCruz service to riders.

No-show: Failure of a rider (who has not properly cancelled a trip) to appear at the agreed-upon pick-up location within five minutes of the arrival of the vehicle at that spot. Three no-shows within a 90-day period may result in a 30-day suspension of a rider's METRO ParaCruz service.

Ready Window: A 30-minute period of time surrounding a requested METRO ParaCruz pick-up time (10-minutes before and 20-minutes after), during which the vehicle will arrive at the pick-up location. Example: for a requested pick-up time of 9:00 AM , the Ready Window would be from 8:50 AM to 9:20 AM . The METRO ParaCruz rider should be ready and waiting for the vehicle throughout the Ready Window.

Subscription Service: A standing reservation for a trip that a rider takes to the same place at the same time, at least once a week.

TTY: Text Telephone. A text messaging communication device the operates through the telephone system. Each address is assigned a phone number. Frequently used by persons with hearing or speech impairment as an alternative to the telephone. Text messaging functions similar to computerized instant messaging.

Operating Policies and Procedures Santa Cruz METRO ParaCruz (ADA Complementary Paratransit Service)

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**Operating Policies and Procedures
Santa Cruz METRO ParaCruz
(ADA Complementary Paratransit Service)**

I. DEFINITIONS

ADA Complementary Paratransit

The Americans with Disabilities Act (ADA) requires public providers of fixed route bus service to make transportation service available to persons with disabilities who are unable to use accessible fixed route bus service. ADA Paratransit service must be “comparable” to fixed route service in six key areas: service area, days and hours of service, fares, response time, trip purpose restrictions, and capacity constraints.

ADA Paratransit Administrator

The METRO staff person responsible for overseeing all aspects of the administration and delivery of METRO ADA Paratransit service.

ADA Paratransit Eligibility

Four categories of persons seeking transportation in the METRO service area are eligible for ADA Paratransit service:

1. Individuals who, because of a disability, are unable to board, ride, or exit independently from an accessible fixed route bus
2. Individuals who, because of a disability, are unable to travel to or from a bus stop
3. Visitors to the METRO service area who are eligible for ADA Paratransit service in another community, and visitors with disabilities who are unable to use the METRO bus system
4. Personal Care Attendants and companions of ADA-eligible individuals

ADA Paratransit Eligibility Coordinator

The METRO staff person responsible for overseeing METRO's ADA Paratransit eligibility determination process.

ADA Paratransit Ombudsman

The Central Coast Center for Independent Living (CCCIL) will act as a liaison, when needed, between ADA Paratransit service riders and METRO with regard to service issues.

Advance Cancellation

Advance notification from a rider to the Contractor that he/she will not be needing a scheduled ride. Cancellations should be made as early as possible, but *must* be made no later than one hour prior to a scheduled ride.

Appeals Process

The opportunity available to an ADA Paratransit rider to dispute, before an independent panel, METRO decisions regarding his/her:

- Eligibility for service
- Recorded no-show
- Suspension of service due to no-shows

Common wheelchair

Any mobility device that does not exceed 30 inches in width and 48 inches in length measured two inches above the ground and extending to the height 30 inches minimum above the floor or platform surface when, with a maximum weight of 600 pounds for the device and the user combined, including three- and four-wheeled scooters and other non-traditional mobility devices.

Driver Wait Time

A period of five minutes after the arrival of the vehicle at the pick-up location during which the driver will wait for the rider before departing. The vehicle may arrive at any time during the Ready Window for a particular trip. The driver will wait for the rider for five minutes after reaching the pick up location and announcing their presence.

Guest/Companion

An individual accompanying a METRO ParaCruz rider from the rider's origin to the rider's destination. A Personal Care Attendant (PCA; see definition below) is not considered a guest/companion).

Late Trip

Arrival of a METRO ParaCruz vehicle at the scheduled pick-up location more than 20 minutes after the scheduled pick-up time.

METRO

This is the common name of the transit system operated by the Santa Cruz Metropolitan Transit District.

Missed Trip

Failure of a METRO ParaCruz vehicle to arrive within one hour after the scheduled pick up time.

No-show

A no-show occurs when:

- After scheduling a trip, the customer no longer needs the ride and fails to call and cancel at least one (1) hour before the trip
- The vehicle arrives within the Ready Window, but the driver cannot locate the customer at the requested pick-up location within five (5) minutes.

The vehicle arrives within the Ready Window but the customer is not ready to go and after waiting five (5) minutes, the driver must leave to stay on schedule.

PCA

Personal Care Attendant. An individual who provides assistance to a METRO ParaCruz rider, either while traveling with METRO ParaCruz and/or at the rider's origin and/or destination.

Ready Window

The 30-minute period of time surrounding a requested ADA Paratransit pick-up time, during which the vehicle will arrive at the pick-up location. Your ride can arrive **10 minutes prior to or 20 minutes after your scheduled pick-up time**. This 30-minute period of time is called your **Ready Window**.

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Subscription Service

A standing reservation for a trip that a rider takes to the same place at the same time, at least once a week.

Will-Call Return

A return trip for which the pick-up time is determined when the rider is ready, rather than at the time the initial reservation for the trip is made. Wait time for a Will-Call Return pick-up may be up to one hour.

II. DESCRIPTION OF SERVICES

METRO offers a shared-ride, door-to-door service for people who have a physical, cognitive, or psychiatric disability that prevents them from making some or all of their trips on fixed route buses. This service is called METRO ParaCruz. METRO ParaCruz is provided as part of METRO's efforts to meet the requirements of the Americans with Disabilities Act of 1990 (or ADA).

METRO ParaCruz service must be reserved at least one day in advance. The service is provided with ramp-equipped minivans, lift-equipped vans, and sedans. METRO ParaCruz service operates in the same areas and during the same days and hours as the fixed route bus service. The service can be used for any trip purpose.

III. ELIGIBILITY AND REGISTRATION

METRO will be responsible for determining the eligibility of individuals to receive METRO ParaCruz service.

Individuals who are determined to be ADA-eligible will be issued credentials that readily identify them as qualified to receive ADA-level service.

IV. SERVICE OPERATION REQUIREMENTS

METRO ParaCruz service will be made available by METRO and its contractors in sufficient quantity to meet all requests for service reserved at least one day in advance and within one hour of the customer's desired travel time. No pattern or practice shall be established to limit availability of service within the established operating parameters.

Supplemental service providers will be required to provide vehicles and facilities including, but not limited to, buildings, utilities, office materials and supplies, vehicles, fuel, parts and supplies, and all other items needed to effectively perform Contractor duties associated with the provision of METRO ParaCruz service.

Supplemental service providers will be responsible for ensuring that all trip reservations that are assigned by METRO are served.

A. Service Hours

METRO ParaCruz service will be provided from 6:00 am to 10:30 p.m. daily. Additional evening hours will be available to correspond with certain fixed routes. Service will not be provided on the following holidays:

- New Year's Day

- Thanksgiving
- Christmas Day

B. Service Area

METRO ParaCruz is provided in an area $\frac{3}{4}$ mile on either side and around the ends of each fixed bus route operated by METRO. Express bus routes are excluded from the service area.

C. Fare Policy

The Contractor will provide a secure method of collecting and accounting for fares. All fare revenue will be retained by the Contractor. The monthly invoice for the METRO ParaCruz services performed will report the total dollar value of fares which should have been collected.

The one-way fare for a METRO ParaCruz trip is \$3.00.

Drivers will collect fares from riders as they board the vehicle. Riders may pay the exact fare in cash (coins or bills) or use pre-paid METRO ParaCruz tickets.

METRO fixed route passes, METRO student passes, and METRO discount fare passes are not valid on METRO ParaCruz.

D. Personal Care Attendants (PCAs)

Neither METRO nor supplemental service providers will supply Personal Care Attendants, but must allow a rider to travel with a PCA. The need of an ADA-eligible rider to travel with a PCA will be determined during the eligibility process by METRO, and be indicated on his/her ADA credentials. The PCA must have the same origin and destination as the METRO ParaCruz rider.

PCAs are not required to pay a fare, but travel for free.

E. Guests/Companions

METRO will provide service to one individual accompanying a rider, in addition to a PCA, (if a PCA is authorized). To be considered a guest/companion, the individual accompanying the METRO ParaCruz rider must have the same origin and destination as the METRO ParaCruz rider. The fare for a guest or companion is \$3.00, the same as for the METRO ParaCruz eligible rider.

METRO will provide service to additional individuals accompanying a METRO ParaCruz rider, provided that space is available on the assigned vehicle, and that transportation of the additional individual(s) will not result in a denial of service to other ADA-eligible

individuals. The fare for additional guest/companions will be \$3.00 each, the same as the for METRO ParaCruz rider.

F. Visitors

The Contractor will provide METRO ParaCruz service for up to 21 days per 365 day period to visitors to the METRO area who provide documentation that they have been determined eligible for similar ADA complementary paratransit services by a transit agency in another part of the country. Visitors must provide contact information for their ADA Paratransit provider to verify their eligibility status prior to reserving a ride.

METRO may ask for documentation of their health condition or disability from visitors who do not have this kind of eligibility because they live in areas without public transit service.

G. Mobility Devices

METRO will transport riders in all common wheelchairs, including three- and four-wheeled scooters and other non-traditional mobility devices in vehicles used to provide METRO ParaCruz services.

METRO will require wheelchair users to ride in designated securement locations in the vehicle.

METRO will require that a customer permit his/her wheelchair to be secured. However, METRO will not refuse to transport a wheelchair, including a three-wheeled scooter, or its user, on the grounds that the mobility device cannot be secured or restrained satisfactorily by the vehicle's securement system.

METRO may recommend to a user of a wheelchair or a three-wheeled scooter that the individual transfer to a vehicle seat. METRO will not require the individual to transfer.

METRO will allow individuals with disabilities who do not use wheelchairs, including standees, to use a vehicle lift to board the vehicle, provided that the lift is equipped with handrails or other devices to assist standees in maintaining their balance.

H. Service Animals

METRO will allow customers to travel with service animals trained to assist them. Service animals include guide dogs used by persons with vision or hearing impairments, and dogs and other animals that provide aid to persons with mobility impairments.

I. Life Support Equipment

METRO will allow customers to travel with respirators, portable oxygen, and other life support equipment.

V. RESERVATIONS AND SCHEDULING

A. Reservations Parameters

METRO ParaCruz reservations may be made from one day to 14 days in advance of the desired trip, from 8:00 a.m. to 5:00 p.m. Reservations must be accepted on the day before any service days, including holidays. During holidays, customers may leave messages between 8:00 a.m. and 5:00 p.m. requesting a trip for the next day. METRO will contact the customer confirming their trip reservation details between 5:00 and 9:00 p.m. on the holiday evening prior to the travel day. Customers are discouraged from calling on holidays for trips more than one day in advance.

B. Reservations Call Takers

METRO will be responsible for receiving all requests for service from customers, and for confirming and/or denying trip requests. METRO will use Trapeze PASS reservations/scheduling software to perform this function.

METRO will not impose trip purpose priorities or restrictions upon ADA-eligible customers.

METRO will accept trip reservations from ADA-eligible customers up to METRO's close of business on the day prior to the requested trip.

METRO will permit reservations to be made up to 14 days in advance of an ADA-eligible customer's desired trip.

C. Reservations Staffing

There shall be Spanish and English language capabilities in reservations during regular reservations hours. The staffing level shall be sufficient to ensure that caller hold time standards, described below, are met.

METRO will provide reservation agents on all days except holidays to accept reservations from customers from 8:00 a.m. until 5:00 p.m. On holidays, use of an answering machine or service for this purpose will be acceptable. Staff must be made available on the evening of holidays to schedule reservations requests made on holidays for the following day. Reservation confirmation calls must be completed between 5:00 p.m. and 9:00 p.m. on the holiday.

D. Reservations Training

Reservation agents shall be trained to proficiency in all aspects of service operations including reservations procedures. They shall be familiar with the telephone equipment

being used, including use of the Telecom Device for the Deaf (TDD). They shall be trained in telephone etiquette and sensitivity to people with disabilities. Reservation agents shall provide courteous, professional service to all callers.

Training shall include:

1. A minimum of 40 hours of on-the-job training with an experienced reservation agent
2. METRO ParaCruz Policies and Procedures for ADA Paratransit service
3. METRO ParaCruz Customer's Guide
4. Knowledge of METRO's fixed route transit services
5. Knowledge of Paratransit service area boundaries and street network within the service area
6. Minimum of 8 hours of sensitivity training which includes disability awareness and communication skills with people with disabilities.
7. Map reading
8. Minimum of 8 hours of training on telephone etiquette including how to handle difficult callers.
9. Minimum of 8 hours in-service riding in METRO ParaCruz vehicles per year
10. Applicable retraining for identified deficiencies in performance identified through paratransit monitoring program

E. Caller Hold Time

All calls received by METRO ParaCruz will be answered when staff is on duty. The telephone system in place will allow that calls be connected within 10 seconds, and that callers will not spend more than two minutes on hold, on average, before speaking with a reservation agent or other member of METRO's staff. No calls will be disconnected.

F. Information Provided During Reservation Process

The reservation agent will request the following information from the customer:

1. First and last name
2. METRO ParaCruz ID number
3. Date and day of the week on which the ride is needed
4. Pick-up street address

5. The street address or a known landmark of the destination and the telephone number (if available). If the customer is traveling to a large facility that has several entrances (such as a mall or large medical facility), the Contractor's reservations staff will ask the customer for the exact point where he/she would like to be dropped off or picked up
6. Desired arrival time, and the customer's appointment time, if applicable
7. Pick-up time for a return trip, whenever possible. If it is not possible for the customer to estimate when he/she will be ready to be picked up for the return trip, the reservation agent will offer the customer a "Will-Call" return. The reservation agent will instruct the customer as to the phone number to call to request a return ride. Prior to 10:30 p.m., Will-Call returns will be accepted at the METRO's reservations and dispatch phone number. After 10:30 p.m. (in specific areas only), the reservation agent will provide the customer with the phone number for the appropriate service provider.
8. Use of a mobility aid such as a wheelchair, walker, scooter
9. Need to use the lift
10. Whether a personal care attendant and/or guest/companion will be traveling with the customer
11. Need for a car seat for a child traveling with the customer
12. Whether a service animal will be riding with the customer
13. Use of a collapsible wheeled cart for shopping
14. Need for driver assistance to or from the door
15. Any other information the customer feels that the METRO should know to safely and comfortably serve him/her

At the conclusion of the reservation process, the reservation agent will verify the scheduled trip date, origin address, pick-up time, drop-off address, appointment time (if applicable), return pick-up point, and return pick-up time with the customer.

The reservation agent will explain the "Ready Window" to the customer. The "Ready Window" is the period of time in which the vehicle may arrive at the pick-up location, and is defined as the period from 10 minutes before to 20 minutes after the negotiated pick-up time.

If trips for other customers are subsequently booked and change the customer's scheduled pick-up time to a time outside of the Ready Window which he/she is expecting, METRO will call the customer and notify him/her of the change in schedule.

METRO shall make every effort to schedule your trip so that customers do not arrive more than 30 minutes before their requested drop-off time and no later than the requested drop-off time.

METRO shall make every effort to schedule a return pick-up no later than 60 minutes after the time the customer has requested and no earlier than the time requested.

METRO shall make every effort to schedule trips so that travel times are comparable to the time it would take to make the trip by fixed route bus. Most trips should take no more than 60 minutes from the pick-up until the drop-off.

METRO may negotiate pick-up times with individuals, but will not require a rider to schedule a trip to begin more than one hour before or after the individual's desired departure time.

Customers may request up to four round trips per telephone call.

If a METRO ParaCruz customer needs a ride to the same place, at the same time, at least once a week, the reservation agent will inform him/her about "Subscription Service", as described below.

G. Subscription Service

Subscription service customers will place standing order reservations in advance and be automatically placed on the schedule each week. Subscription trips may be placed on "hold" for up to three months. When the customer is ready to have his/her subscription service taken off hold, he/she must call METRO one week in advance to reinstate the service. If a customer needs to put subscription trips on hold for longer than three months, he/she may be asked to call back and request new subscription service when it is again needed.

H. Handling Trip Confirmation Calls

Reservations agents shall verify trip details upon request. Reservations agents shall repeat the day and date of travel, the origin and destination, and the Ready Window for each segment of the trip being confirmed.

I. Trip Cancellation Procedures

METRO must provide a means of accepting cancellations during all operating hours. METRO will take calls from customers who need to cancel their rides between the hours

of 6:00 a.m. and 10:30 p.m. daily. Reservation agents will handle calls canceling trips during reservations hours (between 8:00 a.m. and 5:00 p.m.).

Reservation agents are required to explain to customers who cancel within one hour of their scheduled Ready Window for their trip that they are canceling late. A late cancellation is any cancellation received by METRO with less than one hour's notice of the scheduled Ready Window. Cancellations made one hour or more in advance of the scheduled pick-up time will not be counted against the rider.

If a customer calls to cancel a ride less than one hour before their scheduled Ready Window, reservation agents are required to explain to the customer that they are canceling late.

METRO will not reimburse supplemental service providers in any way for canceled non-dedicated trips.

J. Trip Change Procedures

To change a scheduled trip, customers are instructed to call METRO during regular reservations hours at least one day ahead of the scheduled trip. Calls on holidays to change a reservation for the next day will be confirmed by METRO's staff between 5:00 p.m. and 9:00 p.m. on the holiday evening.

The reservation agent will ask:

1. The customer's first and last name.
2. METRO ParaCruz ID number.
3. The date and time of the trip being changed.
4. The new travel times and/or other changes the customer wishes to make.

The reservation agent shall always try to accommodate the customer's needs, but changes to the original ride request may result in adjustment to the Ready Window and the ride time, according to schedule availability. The reservation agent shall read back to the customer the new Ready Window and travel details.

VI. SCHEDULING

A. Scheduling Procedures

METRO is responsible for developing vehicle schedules. METRO will use Trapeze PASS scheduling software to perform this function. The scheduler will review the schedules generated by the reservationists using PASS, and make adjustments based

on his/her expertise in operating the schedules, ensuring appropriate levels of productivity and on-time performance. Schedules generated will respect the customers' expectations of service as described in the METRO ParaCruz Customer's Guide. This includes the Ready Window (30 minutes) and the maximum ride time generated by the schedule of no more than 60 minutes (for most trips).

Any changes made to schedules that will violate a customer's understanding of his or her Ready Window will result in the scheduler calling the customer to inform him or her of the new Ready Window before 9:00 p.m. on the evening before travel. The customer's arrival appointment time may not be violated in the scheduling process.

The scheduler may opt to provide trips using supplemental service providers, insuring that the customer's mobility aid requirements are accommodated.

METRO is responsible for verifying the internal PASS scheduling parameters based on actual speed and trip times observed during the previous month. The scheduler is also responsible for reconciling and verifying monthly schedule productivity vs. performed productivity, and for making adjustments to the scheduling parameters to ensure that the schedule can be performed on-time.

METRO is also responsible for maintaining the PASS landmark file, updating it to include all known landmarks and destinations. This will include buildings on campus at University of California Santa Cruz, the County Government Center, mall and hospital entrances, and removing any duplicates and misspelled sites. Updates are to be performed as needed, but no less frequently than once per quarter.

B. Scheduling Staffing

Sufficient staff will be in place to develop schedules in a timely manner, including adding reservation requests on holidays, and deleting cancellations as they become known. Scheduling staff may perform other functions such as taking reservations, and dispatching vehicles, as trained and as time permits, provided development of effective vehicle schedules is the primary responsibility and product of the scheduling staff.

C. Scheduling Training

Schedulers shall be trained to proficiency using Trapeze PASS to develop accurate schedules for all trips. Schedulers shall use automated and manual scheduling techniques to develop the most accurate and efficient schedules that are operational.

METRO shall provide training for the schedulers that includes:

1. A minimum of 40 hours of on-the-job training with an experienced dispatch/scheduler
2. METRO ParaCruz policies and procedures

3. METRO ParaCruz Customer's Guide
4. Extensive knowledge of the service area and street network and service area boundaries
5. Extensive knowledge of traffic conditions and real travel times throughout the area
6. The ability to discern the operability of a schedule developed using PASS
7. Minimum of 8 hours of sensitivity training for people with disabilities
8. Map reading
9. Minimum of 8 hours of in-service riding in METRO ParaCruz vehicles per year
10. Applicable retraining for deficiencies in performance identified through the paratransit monitoring program

VII. DISPATCH

A. Dispatch Procedures

METRO will be responsible for performing the dispatching function to monitor service, respond to emergencies, incidents, or otherwise assist customers, drivers or subcontractors as needed.

The dispatcher for METRO and supplemental service providers will ensure that the driver has appropriate information about the customer, including drop-off location and scheduled arrival time, and that the vehicle is dispatched with enough time to pick up the customer within the Ready Window under normal operating conditions. The dispatcher is also responsible for handling all emergencies, accidents and incidents that may occur during the operation of this service.

B. Dispatch Staffing

Personnel with dispatch training and capabilities will staff METRO ParaCruz offices on all days and during all hours during which METRO ParaCruz service is in operation. Dispatchers may perform other functions from time-to-time to assist other staff, provided that vehicles are appropriately dispatched and monitored, that customer calls are handled within the allowed parameters, and that any subcontractor activity is monitored.

C. Dispatch Training

METRO shall provide training for dispatchers that includes the following:

1. A minimum of 40 hours of on-the-job training with an experienced dispatcher

2. METRO ParaCruz policies and procedures
3. METRO ParaCruz Customer's Guide
4. Extensive knowledge of the service area and street network and service area boundaries
5. Minimum of 8 hours of sensitivity training for people with disabilities
6. Map reading
7. Knowledge and operation of automated and manual dispatch systems
8. Knowledge and operation of radio and other communication systems
9. Minimum of 8 hours in-service riding in METRO ParaCruz vehicles per year
10. Applicable retraining for identified deficiencies in performance identified through Paratransit monitoring program

D. "Where's My Ride" Call Handling

Customers will be instructed to call METRO ParaCruz in the event a vehicle has not arrived within the Ready Window for an estimated time of arrival. These calls shall be handled by dispatch to avoid excessive call times, and to minimize the time the customer may be out of sight of the driver at the pick-up location.

Dispatch staff will also take calls from customers whose ride is late, contact the driver to see when the vehicle will be arriving, and inform the customer of the vehicle's expected time of arrival at the pick-up location. In the event that the driver is not underway, the dispatcher will take necessary steps to ensure that the trip is provided in a timely manner. Dispatch staff will also take ride cancellation calls and transmit this information to drivers.

E. Vehicle Communications Requirements

METRO will maintain contact with all vehicles at all times. METRO will be responsible for installing two-way radio units, Nextel equipment, or cellular telephones in all vehicles used to provide METRO ParaCruz service, whether owned by METRO or supplied by METRO.

F. Emergency Operations and Dispatch Capabilities

In the event of an emergency, dispatch staff will contact the Paratransit Superintendent immediately. METRO ParaCruz staff is expected to work cooperatively with other authorities as requested. If necessary, supplemental service providers dispatchers will follow instructions of the METRO ParaCruz dispatchers, and provide relay information to their drivers. All METRO and supplemental service providers employees are expected to be trained to respond to emergency procedures as directed.

VIII. DRIVERS

A. Driver Requirements

METRO and supplemental service providers will ensure that, at a minimum, drivers assigned to provide METRO ParaCruz services will:

1. Perform their duties with due regard for the safety, comfort and convenience of customers and their property
2. Comply with all applicable federal, state and local laws, regulations and licensing requirements, including drug and alcohol testing, and do not have a criminal record. Before hire, drivers are subject to a criminal background check performed by a Santa Cruz County law enforcement agency. The background checks shall include all types of felony and misdemeanor arrests and convictions, not just vehicular arrests and convictions. Any information obtained which would directly affect the safety and well-being of customers must be submitted to METRO for review prior to the hiring of the applicant.
3. Have and maintain a valid California driver's license, or Commercial Driver's License (CDL) if required.
4. Have and maintain a good driving record. METRO will require prospective drivers to obtain a statement as to any moving violations as defined by the Department of Motor Vehicles. Any information obtained which would directly affect the safety and well-being of customers must be submitted to METRO for review prior to the hiring of the applicant.
5. Are no younger than 21 years of age.
6. Perform a pre-trip inspection of the vehicle at the beginning of his/her shift.
7. Provide assistance from the front door to the vehicle, and across a maximum of two steps if the customer requires such assistance.
8. Provide assistance into and out of the vehicle.
9. Operate the wheelchair ramp or lift.
10. Assist with the securement of wheelchairs and mobility aids, and with seat belts.
11. Provide limited assistance with packages (up to 30 pounds).

12. Provide assistance to the door of the destination, if needed.
13. Assistance is not required to be provided to individuals traveling as PCAs or guests/companions.
14. Appropriately announce their presence at the specific entrance of the building of the pick-up location in an attempt to locate the customer, if the customer does not appear at the door at the scheduled time. Sounding the horn does not constitute an appropriate announcement.
15. Contact METRO's dispatcher before leaving a designated location without picking up the customer and when encountering problems such as a customer not being ready, incorrect addresses, or addresses which are inaccessible to wheelchairs.
16. Operate vehicles in service with the highest degree of safety for passengers, keeping vehicular speed within posted speed limits at all times, and otherwise obeying all laws pertaining to the safe operation of motor vehicles.
17. Are courteous at all times, exemplary in speech and action, and sensitive to the needs of persons with disabilities.
18. Wear clothing which is neat and clean in appearance and are required to wear shirts with collars and visible identification. METRO ParaCruz employees shall adhere to dress standards documented in Paratransit Operator's handbook.
19. Do not smoke, or permit customers to smoke in vehicles.
20. Do not eat or drink in vehicles, or permit customers to eat or drink in vehicles unless it is medically necessary.
21. Do not play, or permit customers to play without earphones, audio/visual equipment in vehicles.
22. Do not leave sight of a vehicle when customers are onboard, except in an emergency. In such an emergency, customers may be left in the vehicle or removed to the surrounding environment, whichever is safer.
23. Ensure that only the driver occupies the driver's seat.
24. Do not push any vehicle with their vehicle or allow their vehicle to be pushed while a customer is onboard either vehicle.
25. Do not under any circumstances discipline any customer.

26. Comply with all state and local laws regarding the speed and method of operation of vehicles.
27. Do not accept tips or gratuities.
28. Properly complete driver logs.

The following acts are not permissible for drivers when providing METRO ParaCruz service or while on METRO premises:

1. Use of intoxicating liquors, narcotics or controlled substances of any kind (excluding medications prescribed by a physician which do not impair the driver's driving ability).
2. Smoking in supplemental service providers or METRO vehicles or while on duty except in places or at times designated for that purpose.
3. Resorting to physical violence to settle a dispute with a fellow employee, customer(s) or the general public while on duty. In self-defense, a driver may use no more force that is reasonably necessary.

METRO reserves the right to request supplemental service providers to remove from the provision of METRO ParaCruz services any driver or other staff member whose conduct or performance does not comply with these requirements.

B. Driver Training and Certifications

(CDL Bp or Commercial Class C for appropriate vehicles, consistent with State of California law. CPR and first aid)

METRO will ensure that all drivers assigned to METRO ParaCruz services meet, at a minimum, the following training requirements:

1. First Aid certification
2. Cardio-pulmonary Resuscitation (CPR) certification
3. Passenger assistance techniques and sensitivity
4. Defensive driving
5. Emergency and accident procedures
6. METRO ParaCruz policies and procedures
7. Drug and alcohol awareness

Drivers must be thoroughly familiar with the vehicle(s) to be operated and receive training in defensive driving and rider assistance/sensitivity prior to being placed into METRO ParaCruz service. METRO and/or supplemental service providers will provide abbreviated instruction in rider assistance techniques prior to the driver's first day of service, but full certification must be provided within eight weeks of that date. This deadline may be relaxed in specific instances at the discretion of METRO if such training is not readily available at the time.

Drivers must receive training in the remaining areas listed above within twelve weeks of their first day in METRO ParaCruz service.

Written documentation of training received by each driver will be maintained on file by METRO and/or supplemental service providers, and available for review.

IX. HANDLING OF COMMENTS AND COMPLAINTS

METRO will be responsible for the processing, investigation and resolution of customer complaints regarding services provided by METRO and/or supplemental service providers. METRO will provide a telephone number that is separate from the reservation line to receive complaints. Customers will be instructed to call METRO about with comments or complaints about service or ADA policies.

METRO will document the complaint on a Comment/Complaint form. Within four days after receipt of the complaint, METRO ParaCruz will notify the customer in writing that the complaint has been received and is under review. METRO will be responsible for investigating the complaint and will submit a written response to the METRO ADA Paratransit Superintendent that summarizes the investigation and any corrective action taken. The METRO ADA Paratransit Superintendent or designee will notify the customer in writing of the resolution of the complaint within two weeks of the date on which the complaint was received. If the comment/complaint involves a supplemental service provider, a copy of the resolution letter will be sent to the Contractor.

Customers may also register complaints with the ADA Paratransit Ombudsman at the Central Coast Center for Independent Living (CCCIL). The METRO ADA Paratransit Superintendent or designee will send an acknowledgment letter to the customer, and forward the complaint to the Contractor for investigation and a written response, if applicable. The METRO ADA Paratransit Superintendent or designee will review the written response to ensure that the Contractor (if applicable) has acknowledged the problem and has taken proper action. The METRO ADA Paratransit Superintendent or designee will notify the ADA Paratransit Ombudsman of the outcome of the complaint so that a response can be sent to the customer. A copy of the resolution letter will be sent to the Contractor (if applicable).

Supplemental service providers will cooperate with any request by METRO to distribute or post notices informing riders of these complaint procedures on vehicles used to provide METRO ParaCruz service.

Complaints about drivers' behavior or job performance may require METRO to take action, determined at the sole discretion of METRO, up to and including the requirement that the offending driver be removed from the provision of METRO ParaCruz services. Employees who accumulate five unrelated, substantiated complaints in a twelve month period may be removed from METRO ParaCruz service.

X. VEHICLE STANDARDS

A. Vehicle Requirements

All vehicles used in METRO ParaCruz service comply with the standards contained in Exhibit 2.

Supplemental service providers will supply the Paratransit Superintendent or designee a list of all vehicles used to provide METRO ParaCruz service, including license plate numbers, vehicle identification numbers and the California Highway Patrol certification or other department certification, if applicable. The Contractor will provide a current list to METRO prior to any vehicle being placed into service and thereafter upon request by METRO.

Supplemental service providers will keep all vehicles fully licensed and inspected as required by the California Highway Patrol, California Department of Transportation, or other relevant agency. The Contractor will comply with all state and local vehicle registration, permitting, and regulatory requirements.

METRO and supplemental service providers will ensure that drivers perform daily safety inspections of vehicles prior to beginning each day's service. Drivers will document their inspection on a Pre-trip Inspection Form. A member of METRO and the Contractor's maintenance staff will monitor pull-out at the start of each day's service, and be available to provide assistance to drivers and respond to equipment problems as needed. Vehicles failing the daily inspection will not be used in service until the reason for the failure is corrected. Written pre-trip inspection reports will be maintained for not less than one year, and will be made available to METRO for review upon request.

If METRO supplies vehicles to the Contractor for use in providing METRO ParaCruz service, a detailed joint inspection will take place prior to acceptance of any vehicle by the Contractor, with representatives of the Contractor and METRO agreeing upon damage and wear. Except for normal wear and tear, vehicle(s) will be returned to METRO (upon termination of the Agreement) in the same condition in which they were received by the Contractor. A second joint inspection by the Contractor and METRO will be conducted at the time that the vehicle(s) are returned to METRO, for the purpose of determining the condition of the vehicle(s). The cost incurred by METRO of any

repairs or maintenance determined to be necessary as a result of that inspection will be withheld from the Contractor's final payment.

METRO reserves the right to inspect vehicles used in providing METRO ParaCruz services at any reasonable time, scheduled and unscheduled , and to order the immediate removal from service of any vehicle not in compliance with the vehicle standards referenced herein. Failure to comply with this requirement may be cause for disallowance of compensation for services rendered in the violating vehicle.

B. Vehicle Maintenance

The Contractor will, at its own expense, institute a program of regular and preventive maintenance to ensure that all vehicles used to provide METRO ParaCruz service remain in proper working order. The Contractor will follow the preventive maintenance procedures included in Exhibit 3 for all vehicles supplied by METRO. For vehicles which are owned by the Contractor, the procedures outlined in Exhibit 3 are recommended, but will not be required.

The Contractor will keep service records to document maintenance, including preventive maintenance, unscheduled repairs, and body work, performed on each vehicle used in providing METRO ParaCruz service, as outlined in Exhibit 4. Service records will be kept on file by the Contractor and made available for METRO inspection upon request.

All physical damage to vehicles supplied by METRO will be reported to METRO not later than 24 hours following said damage, and repaired by the Contractor with 14 days of occurrence, regardless of cause.

The Contractor will ensure that the fleet of vehicles it uses to provide METRO ParaCruz service includes a sufficient number of spare vehicles to meet service demand and also provide for preventive maintenance, repairs, and substitution for vehicles that break down while in service. To meet this requirement, the Contractor will have at least 2 spare vehicles for every 10 vehicles needed to meet maximum peak service needs at its immediate disposal. These vehicles must be able to carry a minimum of one wheelchair and three ambulatory passengers and be maintained to the standards referred to above.

C. Vehicle Cleanliness

The Contractor will be responsible for maintaining the appearance and cleanliness of all vehicles used in METRO ParaCruz service. At a minimum:

1. Vehicle exteriors will be washed once a week.
2. Vehicle interiors will be swept or vacuumed and emptied of trash daily.

3. Vehicle interiors will be wet mopped with a detergent and disinfectant solution once a week.
4. The interior windows will be cleaned with a glass cleaner once a week.
5. The driver's area will be cleaned once a week.
6. Vehicle interiors will be fully cleaned throughout, including seats, handgrips, rails, headliners and other items, once a month.

D. Maintenance Training and Certifications

All maintenance personnel will be trained to proficiency on all vehicles used in provision of METRO ParaCruz service, whether provided by METRO or the Contractor. Maintenance personnel will be proficient in specific vehicle equipment, including lifts, seatbelts, ramps, and lifts.

E. Maintenance Facilities

The Contractor and any subcontractors will maintain maintenance/storage facilities in the METRO ParaCruz service area sufficient to perform routine maintenance as required by METRO. All furnishings, equipment and supplies will be the responsibility of the Contractor.

F. Maintenance Transportation

If repairs to vehicles used in METRO ParaCruz service are to be made in a location other than the Contractor's or subcontractor's facilities, the Contractor or subcontractor is responsible for transportation to and from the repair location at Contractor's expense.

XI. DRUG AND ALCOHOL TESTING

The Contractor will comply with the requirements of METRO's drug and alcohol testing policy, which is included in Exhibit 5.

The Contractor will ensure that every employee assigned to METRO ParaCruz service who holds a safety-sensitive position, as defined in Exhibit 5, receives a copy of this policy, and signs the confirmation of receipt contained therein.

The costs of the actual drug and alcohol testing performed in accordance with this section will be borne by the Contractor.

XII. ACCIDENT REPORTING

The Contractor will report all accidents occurring during the provision of METRO ParaCruz service immediately by telephone to the supervisor on duty. METRO and supplemental service providers will require the driver(s) involved in an accident to prepare a written report within 24 hours of the accident. The Contractor will forward a copy of the accident report to the METRO ADA Paratransit Superintendent.

XIII. INCLEMENT WEATHER

METRO reserves the right to suspend, modify or cancel service during times of hazardous weather conditions which may jeopardize the safety of passengers and employees. On bad weather days, METRO will respond to inquiries from customers and inform them of any service suspensions, modifications, or cancellations.

XIV. RECORDS/REPORTING

A. Record Keeping Requirements

Supplemental service providers will be responsible for properly maintaining separate records for the METRO ParaCruz service they provide. Records to be maintained include, but are not limited to:

1. Operating statistics
2. Individual maintenance files for each vehicle used to provide METRO ParaCruz service
3. Driver employment, licensing, training, and drug/alcohol testing records
4. Passenger complaint files
5. Telephone system performance statistics

Supplemental service providers will prepare and submit the following reports to METRO ParaCruz.

B. Information to be Reported Daily

1. Daily records of trips performed (negotiated pick-up time, estimated pick-up time, actual pick-up time, appointment time, if applicable, actual drop-off time, total number of eligible riders, companions, PCAs, no-shows and cancellations shall be submitted to METRO each day. Drivers' trip logs (manifests) must be submitted with the daily reports for each service provider).
2. Reports of any accidents occurring during the provision of METRO ParaCruz service
3. Passenger complaints

C. Information to be Reported Monthly

1. Billing invoice, as described below.
2. Complaint report, detailing the number of complaints received by date, including the nature of the complaint, status, and a summary of corrective action taken.
- 3.

Exhibit 1: METRO ParaCruz Service Area Map

Exhibit 2: Vehicle Standards

The Contractor will maintain all vehicles in good working order and furnish all necessary fuel, oil, lubricants, maintenance and repairs through the entire period of the Agreement, and comply with all applicable motor and equipment laws of the State of California. The Contractor will, on request, provide METRO with written certification of such compliance.

The Contractor will ensure that all vehicles are owned, leased or otherwise controlled by the Contractor by means of a written agreement.

The Contractor will ensure that all vehicles conform to the relevant sections of the State of California laws governing operation of passenger vehicles, the rules and regulations of METRO, and applicable State of California and federal motor vehicle safety standards.

The contractor will ensure that vehicles identified and used to provide METRO ParaCruz service are well maintained and in good working order and condition. The interiors and exteriors of all vehicles will be kept clean at all times.

For all sedans or station wagons exceeding the age of 48 months, METRO ParaCruz reserves the right to inspect and approve the use of the vehicle for ParaCruz service. In no case shall sedans or station wagons older than 60 months from the date of manufacture (manufacturer's model year).

For all lift-equipped vans exceeding the age of 60 months, METRO ParaCruz reserves the right to inspect and approve the use of the vehicle for ParaCruz service. In no case shall lift-equipped vans older than 84 months from the date of manufacture.

For all vehicles with capacity in excess of 15 exceeding the age of 84 months, METRO ParaCruz reserves the right to inspect and approve the use of the vehicle for ParaCruz service. In no case shall vehicles with capacity in excess of 15 older than 96 months from the date of manufacture.

The Contractor will ensure that a seat with an installed and functioning seat belt is available for each rider and driver.

All vehicles will be equipped, at a minimum, with the following safety equipment, and the Contractor will train drivers in the proper usage and placement of this equipment in/on the vehicle:

- Chock blocks
- Safety locks
- Portable steps
- First aid kit
- Reflectors
- Defrosters
- Heater
- Air conditioner
- Spare tire and jack
- Ventilators
- Fire extinguisher. U.L. rated

For wheelchair lift-equipped and ramp-equipped vehicles:

- Lift that meets 49 CFR Part 38 requirements, or
- Ramp that meets 49 CFR Part 38 requirements, and
- All securement system equipment (tie-downs)

All pieces of equipment must be in proper working condition at all times, and the first aid kit must be fully equipped.

The Contractor will affix the corporate name (or business name) to each vehicle in a permanent or semi-permanent manner in letters of no less than two inches high. One location of such name will be on the driver's side and the other will be located on the rear of the vehicle.

The Contractor will ensure that the doors of the vehicle are kept closed and locked while the vehicle is in motion.

The Contractor will ensure that no fueling of the vehicle is conducted while the vehicle is occupied by riders.

The Contractor will provide, without additional expense to METRO, a replacement vehicle that meets the terms of these specifications, whenever the original vehicle cannot be operated on any service day. If the Contractor fails to comply, alternative quality service will be authorized by METRO at the Contractor's expense.

The Contractor will maintain the capacity to provide one comparable spare vehicle and driver for every 10 vehicles used in METRO ParaCruz service. Contractors who provide fewer than 10 vehicles must have a minimum of one spare vehicle and driver.

The Contractor will equip vehicles with FM two-way radios, Nextel equipment, or cellular telephone equipment, under direction of the Federal Communications Commission (FCC). Mobile units must be able to contact the base station within a 25 mile radius of the base station. The base station must be manned while any vehicle is in transit. At all times, vehicles in transit must have the capacity to contact the base station by radio or cellular telephone communication. Payment may be withheld for a specific vehicle, if during inspection radio transmission between the specific vehicle being tested and the base is not established.

Exhibit 3: Maintenance Schedules and Procedures

SAMPLE 3,000 Mile Maintenance Checklist

Vehicle Registration Number

Vehicle Number

Vehicle Mileage

Date Removed from Service

Date Returned

- OK
- Adjustment made
- Needs attention
- Test drive vehicle
- Change oil and filter
- Check lube level, rear end and transmission
- Lube chassis
- Lube throttle linkage
- Check fluid levels: battery, radiator and windshield washer
- Check fluid levels: master cylinder and power steering
- Inspect upper and lower control arms and bushings
- Inspect all drive belts and alternator belt and bracket
- Visually inspect all brakes
- Adjust air in tires
- Inspect and test all interior lights, exterior lights, high and low beams
- Visually inspect general vehicle condition

SAMPLE 3,000 Mile Lift Maintenance Checklist

- Inspect all lift hinges
- Inspect for hydraulic fluid and loose fittings
- Inspect wiring connections
- Check hydraulic fluid level
- Inspect stress points for wear, lip hinge and lock, platform hinges, floor and upper anchor bolts, and cable tension (if used)
- Inspect raise and lower speed of lift; adjust if necessary
- Inspect general condition of entire lift
- Inspect control cord and toggle/switch

Additional Comments

Mechanic Signature

SAMPLE 12,000 Mile Maintenance Checklist

Vehicle Registration Number

Vehicle Number

Vehicle Mileage

Date Removed from Service

Date Returned

- OK
- Adjustment made
- Needs attention
- Test drive vehicle
- Change oil and filter
- Replace positive crank case vent valve
- Replace in-line fuel filter
- Replace transmission fluid and gasket
- Replace element in air cleaner
- Complete tune-up: plugs, timing
- Replace ignition cables
- Check lube level, rear end and transmission
- Check and tighten body: spring axle, U-bolts and shackles
- Check fluid levels: master cylinder and power steering
- Inspect all drive belts and alternator belt and bracket
- Inspect complete exhaust system
- Inspect brake and power steering hoses
- Inspect all ball joints, steering linkage and universal joints

- Apply solvent to carburetor choke shaft
- Lube chassis
- Lube steering box and linkage
- Lube doors, door release and safety catch
- Inspect battery, clean terminals and check water
- Check front end alignment and idler arm drag link
- Adjust air in tires
- Check all wheelchair stanchions

Additional Comments

Mechanic Signature

SAMPLE Preventive Maintenance Inspection Worksheet

Perform Monthly on all Vehicles

Vehicle Registration Number

Vehicle Number

Vehicle Mileage

Date Removed from Service

Date Returned

- OK
- Adjustment made
- Needs attention

Prepare for inspection

- | | |
|--|---|
| <input type="checkbox"/> Check driver's report | <input type="checkbox"/> Review maintenance history |
| <input type="checkbox"/> Wash vehicle | |

Start up and drive; check operation of:

- | | |
|--|--|
| <input type="checkbox"/> Starting | <input type="checkbox"/> Parking brake |
| <input type="checkbox"/> Service brake | <input type="checkbox"/> Transmission |
| <input type="checkbox"/> Horn | <input type="checkbox"/> Speedometer |

Remain in vehicle; check operation of:

- | | |
|--|---|
| <input type="checkbox"/> Fuel gauge | <input type="checkbox"/> Windshield wipers and washer |
| <input type="checkbox"/> Battery charging gauge | <input type="checkbox"/> Registration |
| <input type="checkbox"/> Steering wheel free play | <input type="checkbox"/> Headlights low |
| <input type="checkbox"/> Headlights high indicator | <input type="checkbox"/> 4-way flasher indicator |
| <input type="checkbox"/> Turn signal indicators | <input type="checkbox"/> Instrument panel lights |
| <input type="checkbox"/> Interior lights | <input type="checkbox"/> Air conditioner |
| <input type="checkbox"/> Heater and defroster | <input type="checkbox"/> Doors |
| <input type="checkbox"/> All window glass | <input type="checkbox"/> Safety equipment |
| <input type="checkbox"/> Seats | |
| <input type="checkbox"/> Oil gauge | |

Outside inspection; check:

- | | | | |
|--------------------------|--|--------------------------|----------------------------|
| <input type="checkbox"/> | Hood | <input type="checkbox"/> | Fuel cap |
| <input type="checkbox"/> | All lights | <input type="checkbox"/> | Tires (check wear, cracks) |
| <input type="checkbox"/> | Outside mirrors | <input type="checkbox"/> | Record pressure |
| <input type="checkbox"/> | Front end, king pins, wheel bearings, tie rod ends | | _____ lbs. per sq. inch |
| <input type="checkbox"/> | Bumper, body damage | | |

Under chassis:

- | | | | |
|--------------------------|--|--------------------------|---|
| <input type="checkbox"/> | Engine and transmission mounting bolts; check and adjust | <input type="checkbox"/> | Springs, shackles, U-bolts; check for cracks or rust, tighten |
| <input type="checkbox"/> | Transmission; check gear oil level | <input type="checkbox"/> | Body mounting bolts; check and adjust |
| <input type="checkbox"/> | Exhaust, muffler and tail pipe hangers; tighten if loose | <input type="checkbox"/> | Transmission; check cover bell and seal areas for leaks |
| <input type="checkbox"/> | Differential: check for leaks | <input type="checkbox"/> | Differential; check gear oil level and clean breather |
| | | <input type="checkbox"/> | Brakes; adjust if needed |

Under hood; check:

- | | | | |
|--------------------------|---|--------------------------|------------------------------------|
| <input type="checkbox"/> | Air compressor; mounting and belt tension | <input type="checkbox"/> | Check radiator level |
| <input type="checkbox"/> | Power steering hoses and oil level | <input type="checkbox"/> | Clean radiator front |
| <input type="checkbox"/> | C/case breather; clean/change exhaust system, tighten | <input type="checkbox"/> | Antifreeze protected _____ degrees |
| <input type="checkbox"/> | Change oil filter | <input type="checkbox"/> | Clean battery cables |
| <input type="checkbox"/> | Correct fuel leaks | <input type="checkbox"/> | Fill master cylinder |
| <input type="checkbox"/> | Pressure check radiator | | |
| <input type="checkbox"/> | Check and adjust hoses | | |
| <input type="checkbox"/> | Check water level in battery | | |
| <input type="checkbox"/> | Alternator; belt tension, terminals, check and lube | | |
| <input type="checkbox"/> | Lubricate all fittings | | |
| <input type="checkbox"/> | Lube steering gear and shaft | | |
| <input type="checkbox"/> | Throttle linkage | | |
| <input type="checkbox"/> | Water pump and fan belt | | |
| <input type="checkbox"/> | Lube water pump and fan hub | | |
| <input type="checkbox"/> | Change air filter | | |
| <input type="checkbox"/> | Change engine oil | | |
| <input type="checkbox"/> | Change fuel filter | | |

Drive off and park:

- Check level of engine oil
- Record all pertinent information in vehicle records
- Check hood latch

Mechanic Signature

Defect Repair Procedure

The Contractor will perform all defect repairs to vehicles on a timely basis and ensure that all vehicles are in a safe condition at all times. Drivers will report all defects as soon as possible and submit a defect sheet daily to the Contractor's maintenance department. Maintenance should act upon reported defects immediately.

The Pre-trip Inspection form that follows may be used as a defect sheet.

Sample Pre-trip Inspection Form

Exhibit 4: Required Maintenance Records

The Contractor will maintain a complete, separate file of all maintenance activity for each vehicle used to provide METRO ParaCruz service, and will make those files available to METRO for inspection upon request.

Each maintenance file should contain the following items:

- Preventive maintenance records
- Drivers' daily defect report forms
- Defects repaired on repair orders matching driver defect report forms
- Accident damage estimates and repair invoices
- Documentation of parts and labor expenses
- Documentation of tire work/purchases
- Interior cleaning schedule
- Log or notations regarding maintenance activity

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Regulation Number: AR-3013

Computer Title: drug policy.doc

Effective Date: January 1, 1996

Pages: 36

TITLE: **DRUG & ALCOHOL TESTING POLICY**

Procedure History

REVISION DATE	SUMMARY OF REVISION	APPROVED
8/21/98	Footnotes added to Page 16	
12/13/02	Implementation of New Federal Law Requirements	

I. POLICY

- 1.01 It is the policy of the Santa Cruz Metropolitan Transit District (District) that its workplace is free from the effects of drug and alcohol abuse. This policy is enforced in order to insure the safe and efficient operation and maintenance of its transportation system for its passengers, and to provide a safe work environment for its employees. This policy is also to avoid the dangers arising from substance abuse in the work place. These dangers include death and injury to the employee, co-workers, and the public resulting from accidents, dereliction of duty, poor judgment and carelessness. Substance abuse also results in lost productivity, reduced efficiency, and increased absenteeism by the substance abuser and interferes with the job performance of employees who do not use illegal or unauthorized substances.
- 1.02 No District employee shall: (1) use, possess, or be under the influence of drugs or other mind-altering substances; or (2) use or possess a container of alcohol or be under the influence to any extent that would impede the employee's ability to perform his or her duties safely and effectively. Furthermore, employees shall not perform duties, which because of drugs or medication taken under a legal prescription or non-prescription, cannot be performed without posing a threat to the health or safety of the employee or others.
- 1.03 The District is committed to providing safe, reliable, and efficient transportation services to the public, and a safe, healthy and productive work environment for its employees. In order to meet these goals, the Policy of the District is to:
- a. Create a work environment free from the adverse effects of drug and alcohol misuse;
 - b. Encourage employees to seek professional assistance when personal problems, including alcohol or drug dependency adversely affect their ability to perform their duties in a safe, productive and courteous manner;

- c. Ensure that employees do not report to work or work with alcohol or drugs in their systems;
 - d. Prohibit the illegal use, possession, manufacture, sale or distribution of controlled substances by its employees;
 - e. Ensure that the reputation of the District and its employees is as responsible citizens worthy of public trust;
 - f. Provide guidelines and outline responsibilities for the testing of employees and employment candidates to determine drug abuse and alcohol misuse; and
 - g. Implement programs that are designed to help prevent accidents, injuries, and fatalities resulting from the misuse of alcohol and use of drugs by employees who perform safety sensitive functions.
- 1.04 District safety-sensitive employees will be subject to urine drug testing and breath alcohol testing in accordance with applicable federal law.
- 1.05 This Policy complies with the Federal Transit Administration (FTA) Regulations (49 CFR Parts 40 and 655 with applicable amendments) that mandate urine drug testing and breath-alcohol testing for safety- sensitive employees and the U.S. Department of Transportation (DOT) standards for the collection and testing of urine and breath specimens. All drug and alcohol testing as required by this policy is mandated by the FTA Regulations, and shall be in compliance with all Federal and State laws and regulations.
- 1.06 As required by the FTA Regulations, Attachment 1 lists the drugs or classes of drugs to be tested for and describes the testing procedures for drugs and alcohol; Attachment 2 provides information about the effects of alcohol misuse and the signs and symptoms of an alcohol problem; Attachment 3 provides information about the effects of drug abuse and the signs and symptoms of drug problems for each of the drugs to be tested; Attachment 4 lists job classifications considered to be safety-sensitive.

II. APPLICABILITY

- 2.01 This policy applies to all full-time and part-time safety- sensitive employees.
- 2.02 An employee violating this policy is subject to disciplinary action up to and including discharge. See also Articles X Employees Responsibilities and XI Actions After a Positive Test for specific disciplinary actions.

- 2.03 Compliance with this policy does not relieve an employee of compliance with applicable Federal and State laws and regulations.

III. CONTRACTOR APPLICABILITY

- 3.01 District contractors and subcontractors, as required, shall comply with 49 Code of Federal Regulations Parts 40 and 655 to the extent required by Federal law.
- 3.02 The Human Resources Manager shall insure that all applicable District contractors and subcontractors who are required to comply with the FTA drug and alcohol testing requirements are in actual compliance.

IV. RESPONSIBILITIES OF DESIGNATED EMPLOYER REPRESENTATIVE AND OTHERS

- 4.01 The Human Resources Manager (or in his/her absence, the Assistant General Manager) is designated as the District's Drug and Alcohol Testing Coordinator and Designated Employer Representative (DER), and shall ensure that the administration of all drug and/or alcohol tests comply with applicable laws. The Human Resources Manager shall be knowledgeable about the DOT and FTA regulations, and District policies and procedures for drug and alcohol testing. The Human Resources Manager shall be immediately accessible to collection site personnel, Breath Alcohol Technicians (BAT), and Medical Review Officers (MRO) and be prepared to address drug and alcohol testing issues, make decisions and provide direction in a timely manner. An employee seeking additional information about the program can contact his or her manager and/or the Human Resources Manager, 370 Encinal Street, Suite 100, Santa Cruz 95060, (831) 423-5583.
- 4.02 The Human Resources Manager shall post and distribute the District's Drug & Alcohol Testing Policy to each safety-sensitive employee and to representatives of employee organizations.
- 4.03 The Human Resources Manager shall maintain all records and reports pertaining to the drug and alcohol-testing program in a confidential manner.
- 4.04 Each safety-sensitive employee shall receive a copy of this Policy and is responsible for reading, understanding and adhering to this Policy.
- 4.05 Managers and supervisors will be held accountable for the consistent application and enforcement of this Policy. Any manager/supervisor who knowingly disregards the requirements of this Policy, or who is found to have deliberately misused the Policy in regard to subordinates shall be subject to disciplinary action, up to and including discharge.

- 4.06 Any employee who has actual knowledge that an employee has used alcohol within four hours of performing a safety-sensitive function or is under the influence of drugs while performing a safety sensitive function shall report such knowledge immediately to either his/her Manager or the Human Resources Manager.
- 4.07 A Manager or Supervisor having actual knowledge that an employee is using alcohol while performing safety-sensitive functions shall not permit the employee to perform or continue to perform safety-sensitive functions.
- 4.08 After obtaining an applicant or employee's written consent who is seeking employment or a transfer to a safety sensitive position, the Manager of Human Resources shall request the following information from DOT-regulated employers who have employed the applicant/employee during any period during the two years before the date of the applicant/employee's application or transfer request:
- a. Alcohol tests with a result of 0.04 or higher alcohol concentration;
 - b. Verified positive drug tests;
 - c. Refusals to be tested, including verified or substituted drug test results;
 - d. Other violations of DOT agency drug and alcohol testing regulations;
 - e. With respect to any employee who violated a DOT drug and alcohol regulation, documentation of the employee's successful completion of DOT return-to-duty requirements, including follow-up tests. If no documentation is forthcoming, the Human Resources Manager shall seek to obtain the information from the applicant/employee.
- 4.09 If the applicant/employee refuses to provide written consent pursuant to Section 4.08 above, the applicant/employee shall not be permitted to perform safety-sensitive functions.

V. EDUCATION/TRAINING

- 5.01 The Human Resources Manager shall be responsible to establish and maintain an education and training program in order to promote the deterrence of the misuse of drugs and alcohol. The education component shall include display and distribution to every safety-sensitive employee informational material and a community service hot-line telephone number for employee assistance, if available. The Human Resources Manager shall maintain a copy of 49 CFR Part 40 in her/his office, which shall be made available to employees upon request.

- 5.02 Safety-sensitive employees shall be provided at least 60 minutes of training which must cover the effects and consequences of prohibited drug use on personal health, safety and the work environment and include information on the signs and symptoms that indicate prohibited drug use.
- 5.03 Managers, Supervisors and/or other District officials who are authorized to make reasonable suspicion determinations shall undergo at least one hour of training on the physical, behavioral, and performance indicators of probable drug use and at least one hour of training on the physical, behavioral, speech and performance indicators of probable alcohol misuse.

VI. REHABILITATION

- 6.01 Drug users and alcohol abusers are encouraged to make every effort to overcome the abuse and addiction that comes from use. Successful rehabilitation hinges upon users rehabilitating themselves with the assistance of outside professionals. The District provides an Employee Assistance Program (EAP) to assist employees in dealing with drug and alcohol related problems. Employees of the District who have a problem with drug or alcohol use are strongly encouraged to seek help voluntarily. In addition, all employees are encouraged to make use of other available resources for treatment for alcohol and substance abuse problems.
- 6.02 An employee may voluntarily seek help through a community based alcohol and/or drug rehabilitation program or through the District's EAP which provides assessment and referral services. A supervisor/manager may refer an employee to EAP for any problem(s) impacting job performance with the exception of an employee testing positive for drugs/alcohol in which case the employee will be referred to a Substance Abuse Professional (SAP).
- 6.03 An employee will be allowed up to a 30-day leave of absence for rehabilitation purposes. Employees may use their accumulated sick leave or annual leave for such purposes.

VII. TESTING

- 7.01 Employees shall submit to a urine test for the detection of drugs under the following circumstances:
 - a. Pre-employment/Transfer to a safety sensitive position for the first time/Return to work;
 - b. Post accident;
 - c. Reasonable suspicion;

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- d. Random; and
 - e. Return-to-duty/follow-up.
- 7.02 An employee shall be tested for the following drugs:
- a. Marijuana;
 - b. Cocaine;
 - c. Opiates;
 - d. Amphetamines; and
 - e. Phencyclidine.
- 7.03 Employees are prohibited from consuming the drugs identified in Section 7.02 at all times.
- 7.04 Employees shall submit to a breath test for the detection of alcohol in the following circumstances:
- a. Transfer to a safety sensitive position for the first time/Return to work;
 - b. Post accident;
 - c. Reasonable suspicion;
 - d. Random; and
 - e. Return-to-Duty/Follow-Up Testing.
- 7.05 An employee is prohibited from using alcohol while performing safety-sensitive functions or at all times if the result is that his/her breath registers a 0.02 or greater when performing safety-sensitive functions.

VIII. TYPES OF TESTING

- 8.01 Pre-employment/Transfer Testing/Return to work:
- a. Applicants for District employment in safety-sensitive positions and employees transferring into safety-sensitive positions shall undergo urine drug testing with a verified negative result prior to employment or transfer.

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- b. No pre-employment drug tests shall be given to an applicant or employee unless a contingent offer of employment or transfer subject to the applicant /employee passing the test has been made.
- c. The Human Resources Department shall inform an applicant and/or an employee seeking a safety sensitive position, prior to testing that drug tests including those for the detection of marijuana, cocaine, amphetamines, opiates, and phencyclidine will be administered. This notification shall be in writing and shall inform the applicant/employee that a positive test result shall be the basis for the decision to refuse to make the appointment or transfer as the case may be.
- d. Failure of a drug test will disqualify an applicant for employment to a safety-sensitive position.
- e. Employees attempting to transfer into safety-sensitive positions who fail a drug test shall not be permitted to transfer.
- f. Employees or applicants who have previously failed or refused a pre-employment drug test administered under this part, must provide proof of having successfully completed a referral, evaluation and treatment plan as described in section XI.
- g. When an employee has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the random selection pool during that time, the employee shall take a pre-employment drug test with a verified negative result before performing safety-sensitive duties. An employee may, at the employee's discretion, take the test while he/she is still on leave as long as the applicable procedures are followed.
- h. An applicant for District employment for a safety sensitive positions and employees transferring into safety sensitive positions shall undergo an alcohol test before employment or transfer.
- i. The alcohol test shall not be conducted until a contingent offer of employment or transfer subject to the applicant/employee passing the pre-employment alcohol test is made.
- j. An applicant or an employee wishing to transfer into a safety-sensitive position shall not be allowed to begin performing safety-sensitive functions unless the result of the employee's test indicates an alcohol concentration of less than 0.02

8.02 Reasonable Suspicion Testing:

- a. An employee shall be subject to drug and/or alcohol tests when there is a reason to suspect that such employee has used a prohibited drug or has misused alcohol.

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A reasonable suspicion referral for testing will be made on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee, by a manager/supervisor trained in detecting signs and symptoms of drug use and alcohol misuse.

- b. Alcohol testing is authorized under this section only if the observations required are made during, just preceding, or just after the period of the workday that the employee is required to be in compliance.
- c. A supervisor/manager who has made the required observations may direct an employee to undergo reasonable suspicion testing for alcohol only while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.
- d. If an alcohol test required by this section is not administered within two hours following the determinations to test, the supervisor/manager who made the observations shall prepare a report stating the reasons the alcohol test was not promptly administered. If the alcohol test is not given within eight (8) hours, following the determination to test, efforts to administer the test shall cease and the supervisor/manager shall prepare a report stating the reasons for not administering the test. All reports required by this section shall be forwarded promptly to the Human Resources Manager for review and appropriate action. The Human Resources Manager shall maintain a file for such reports.
- e. Under no circumstances shall an employee suspected of drug and/or alcohol intoxication be permitted to drive a District vehicle. District personnel shall transport such employee to the collection test site and offer to transport him/her to his/her residence or other appropriate destination after the test.
- f. The supervisor/manager who determined that there was reasonable suspicion to require a drug and/or alcohol test shall complete a report on a form provided by the District setting forth the behavioral signs and symptoms observed in the employee suspected of being under the influence of drugs and/or alcohol. A copy of the report shall be marked confidential and forwarded to the Human Resources Manager within twenty-four (24) hours of the determination.

8.03 Post Accident Testing:

- a. As soon as practicable following an accident involving the loss of human life, the District shall test for drugs and alcohol each surviving employee operating the mass transit vehicle (regardless of whether or not the vehicle is in revenue service) at the time of the accident. Any other employee whose performance could have contributed to the accident as determined by a manager/supervisor

using the best information available at the time of the decision shall also be tested for drugs and alcohol.

- b. As soon as practicable following an accident (see “accident” definition) not involving the loss of human life, in which a mass transit vehicle is involved (regardless of whether or not the vehicle is in revenue service), each employee operating the mass transit vehicle at the time of the accident shall be tested for drugs and alcohol unless a manager/supervisor determines using the best information available at the time of the decision that the employee’s performance can be completely discounted as a contributing factor to the accident. Such a decision must be documented in detail including the decision making process used to reach the decision not to test.
- c. Other employees whose performance could have contributed to the accident, as determined by a manager/supervisor using the best information available at the time of the decision shall also be tested for drugs and alcohol.
- d. Following an accident, the employee(s) shall be tested as soon as possible but not later than eight (8) hours for alcohol testing and 32 hours for drug testing. An employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until (s)he undergoes a post-accident alcohol test, whichever comes first. Following an accident an employee must remain readily available for testing. If an employee does not remain readily available he/she shall be considered to have refused the tests and will be subject to employment discharge.
- e. An employee who leaves the scene of the accident without appropriate authorization prior to submission to drug and alcohol testing will be considered to have refused the tests and will be subject to employment discharge.
- f. Following an accident, field supervisory personnel at the scene shall do an immediate assessment of the condition of the employee to detect possible signs of the presence of drugs or alcohol.
- g. In compliance with FTA requirements alcohol testing shall be administered as soon as practicable after an accident. If the alcohol test is not administered within two (2) hours of the accident, the responsible Manager or Supervisor shall prepare a written report stating the reason why the test was not promptly administered. A copy of such report shall be forwarded to the Human Resources Manager and shall be available for inspection by the DOT or the FTA. All attempts to administer an alcohol test shall cease after eight (8) hours and all attempts to administer a drug test shall cease after 32 hours following the accident and shall be documented in the same manner with a written report to the Human Resources Manager.

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- h. Following an accident based test, an employee shall not be allowed to perform safety-sensitive functions until the results of the test are known to the District and the employee.
- i. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a safety-sensitive employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
- j. The results of a blood, urine, or breath test for the use of prohibited drugs or alcohol misuse, conducted by Federal, State or local officials having independent authority for the test shall be considered to meet the requirements of this section provided such test conforms to the applicable Federal, State or local testing requirements and that the test results are obtained by the District. Such test results shall be used only when the District is unable to perform a post-accident test within the required period noted above.

8.04 Random Testing:

- a. A safety-sensitive employee will be subject to random, unannounced testing for drugs and alcohol using a computer based random number selection method. Each employee in the random pool will have an equal chance of being selected for testing and shall remain in the pool even after being tested. Random testing will be administered at random times during the day (or shift) to avoid predictability. Each employee shall be assigned a unique number, which shall be entered into a pool from which the selection should be made. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year.
- b. Once an employee is notified of his/her selection for a random test, he/she must be escorted immediately to the collection test site.
- c. A safety-sensitive employee shall be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such function. An employee may be randomly tested for prohibited drug use anytime while on duty.
- d. An employee who is not on duty because of sickness, vacation, jury duty, leave of absence, worker's compensation, family medical leave or any other purpose shall be removed from the pool for purposes of random testing if the Manager of Human Resources determines using the best information available at the time that such employee will be absent for at least 90 days.

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8.05 Employee Retest:

- a. After notification by the Medical Review Officer or the Human Resources Manager of a confirmed verified positive drug test, an employee may, within 72 hours, request that an additional test be conducted at a different DHHS - certified laboratory specified by the District. The request can only be made by the employee himself/herself but may be made orally. The test shall be conducted on the split sample that was provided at the same time as the original or primary sample.
- b. All costs for the employee requested testing, including the transportation of the split specimen to the second laboratory shall be paid by the District.

8.06 Return to Duty:

- a. Before any employee is allowed to return to duty to perform a safety-sensitive function following a verified positive drug test result, an alcohol result of 0.02 or greater, or for any other reason as required by FTA regulations, that employee must first be evaluated by a Substance Abuse Professional (SAP) and pass a return to duty test. The SAP will recommend a course of action to the employee.
- b. The purpose of the return to duty test and the evaluation of an individual's return to duty status by the SAP is to provide some degree of assurance that the individual is presently free of alcohol and/or any prohibited drugs and is able to return to work without undue concern about continued substance abuse. An employee must follow the recommendations of the SAP.
- c. Before a return to duty test is performed, the employee must be evaluated by a SAP to determine whether the employee has followed the recommendations for action by the SAP, including participation in a rehabilitation program.
- d. The employee must have a verified negative drug test result or an alcohol test result of less than 0.02 to return to a safety-sensitive function. If a drug test result is canceled, the employee shall be required to submit to and pass another drug test.

8.07 Follow-Up Testing:

- a. Once allowed to return to duty, an employee shall be subject to unannounced follow-up testing for at least 12 but not more than 60 months. The frequency and duration of the follow-up testing will be recommended by the SAP as long as a minimum of six tests are performed during the first 12 months after the employee has returned to duty.

- b. Follow-up testing is separate from and in addition to the regular random testing program. Employees subject to follow-up testing must also remain in the standard random pool and must be tested whenever their names come up for random testing even if this means being tested twice in the same day, week or month.
- c. If the employee is subject to drug follow-up tests, the employee may also be required to take one or more follow-up alcohol tests. If the employee is subject to alcohol follow-up tests, the employee may be required to take one or more follow-up drug tests with a verified negative result.

IX. MEDICAL REVIEW OFFICER (MRO)

- 9.01 All positive drug testing laboratory results will be reviewed by the District's MRO. The MRO shall verify and validate or invalidate test results.
- 9.02 The MRO shall conduct an administrative review of the control and custody form to ensure its accuracy.
- 9.03 The MRO shall review and interpret an employee's confirmed positive test by 1) reviewing the individual's medical history including any medical records and biomedical information provided, 2) affording the individual an opportunity to discuss the test result, and 3) deciding whether there is a legitimate medical explanation for the result, including legally prescribed medication.
- 9.04 The MRO shall attempt to notify each employee who has a verified positive test that the employee has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to ship the split specimen to another DHHS-certified laboratory for analysis. If the retest is determined to be negative then the first test shall be considered to have a negative result.
- 9.05 If the employee has not contacted the MRO within 72 hours of being notified of a verified positive drug test, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test or other circumstances unavoidably prevented the employee from contacting the MRO in time.
- 9.06 If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within 72 hours, the MRO shall direct that the analysis of the split specimen be performed.

- 9.07 If the MRO concludes that there is no legitimate explanation for the employee's failure to contact the MRO within 72 hours, then the MRO is not required to direct the analysis of the split specimen to be performed.
- 9.08 The MRO shall report each verified test result to the Human Resources Manager. Reporting of a verified positive result will not be delayed pending the split specimen analysis.

X. EMPLOYEE RESPONSIBILITIES

- 10.01 As a condition of employment, an employee must:
- a. Submit immediately to alcohol and/or drug tests at a District authorized collection site when ordered by a District Manager, Supervisor or law enforcement personnel.
 - b. Refrain from alcohol consumption within four (4) hours of reporting for duty or during the hours that (s)he is subject to duty, and while on-call.
 - c. Refrain from reporting for duty or remaining on duty while having an alcohol concentration level of 0.02 or greater.
 - d. Refrain from alcohol use for eight (8) hours following an accident or until (s)he undergoes a post accident alcohol test, whichever occurs first.
 - e. Refrain from the use of prohibited drugs.
 - f. Upon arrival at the District's collection test site, he/she shall follow all instructions given by collection site personnel and District supervisory personnel in providing a specimen for drug and/or alcohol detection tests.
 - g. Complete a drug and/or alcohol detection test, as applicable, in accordance with federal laws and regulations.
 - h. Comply with the interview examination and/or evaluation as directed by the MRO.
 - i. Comply with District requirements for treatment, after care, return to duty testing and follow-up testing.
- 10.02
- a. An employee shall be considered to have refused a drug and/or alcohol test under the following circumstances:

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- i.) Refusal to comply with a request for testing;
 - ii.) Refusal to complete and/or sign the required drug and/or alcohol testing form(s);
 - iii.) Providing false or misleading information in connection with a test;
 - iv.) Attempts to falsify/falsification of test results through tampering, contamination, adulteration, or substitution;
 - v.) Inability to provide a urine specimen or breath sample or sufficient volume as applicable, for required test without a valid medical explanation;
 - vi.) Verbal declaration of refusal to submit to testing;
 - vii.) Obstructive behavior to disrupt, or stop a test;
 - viii.) Physical absence resulting in the inability of the District to conduct a test;
 - ix.) Failure to undergo a medical examination to verify insufficient volume of urine or breath when requested;
 - x.) Failure to cooperate with any part of the testing process;
 - xi.) Failure to permit the observation or monitoring of specimen donation/collection when so required;
 - xii.) Failure to submit to a second test when required;
 - xiii.) Failure to comply with test instructions at the test site;
 - xiv.) Failure to report to the designated test site within the allotted time after notification of testing;
 - xv.) Failure to remain readily available for testing;
 - xvi.) Failure to remain at the testing site until the testing process is completed;
 - xvii.) A drug test result that is verified by the MRO as adulterated or substituted;
 - xviii.) Failure to sign the certification on Step 2 of the ATF form (alcohol test)
- b. An employee who refuses to submit to a drug and/or alcohol test as described above shall be removed from duty and immediately, referred to a SAP, and under

the District's own authority, the employee shall be discharged from his/her employment with the District.

- c. In no event shall an employee who engages in any of the conduct set forth above be permitted to perform any safety-sensitive function.
- d. An employee/applicant shall be denied transfer/appointment to a safety sensitive position under the District's own authority.

10.03 Any employee/applicant who is being tested for a pre-employment test will not be considered to have refused the test if he/she engages in any of the behaviors set forth in Section 10.02 unless the applicant/employee has actually begun the collection process.

10.04 For an on-call employee the following procedure is established should he/she consume alcohol within 4 hours of performing a safety-sensitive function: 1) When notified that he/she must report for duty he/she must advise the District if he/she has used alcohol, and 2) indicate whether he/she is able to perform his/her safety sensitive function.

- a. If the employee believes he/she is not capable of performing safety sensitive functions, the employee shall be excused from doing so.
- b. If the employee believes he/she is capable of performing a safety-sensitive function, the employee shall be tested for alcohol and the employee shall be permitted to perform a safety-sensitive function if his/her alcohol concentration level measures less than 0.02. If the employee alcohol concentration level measures at 0.02 or greater he/she shall not be permitted to work. The standards for disciplinary action set forth in Article XI shall be applicable.

XI. ACTIONS AFTER A POSITIVE TEST

11.01 An employee who has a verified positive drug test, or has a confirmed alcohol test of 0.02 or greater or who refused to submit to a required drug or alcohol test shall be immediately removed from duty, referred to a SAP for evaluation who shall determine whether the employee is in need of assistance in resolving problems associated with prohibited drug/alcohol use, and informed by the Human Resources Manager of educational and rehabilitation programs and resources available to the employee in evaluating and resolving problems associated with prohibited drug and alcohol use. Referral to the SAP does not shield an employee from disciplinary action or guarantee employment or reinstatement with the District.

11.02 When an employee has a verified positive, adulterated or substituted test result or has otherwise violated a DOT agency drug & alcohol regulation, the employee will not be

returned to the performance of safety-sensitive functions until or unless the employee successfully completes the return to duty process set forth herein.

11.03 A positive test for drugs or alcohol shall result in disciplinary proceedings being initiated pursuant to the District's own authority.

11.04 The following disciplinary standards shall apply for an employee who tests positive for drugs or alcohol:

- a. If the breath sample tests at an alcohol concentration level of 0.02 - 0.039 (other than random), the employee shall be immediately removed from duty, referred to a SAP¹, and shall not be allowed to return to duty for at least eight hours. Such employee must follow the recommendations of the SAP. If an employee tests a second time at a concentration level of 0.02 or greater or tests at this level in a follow-up test, such employee shall be discharged.
- b. When a test (other than random) shows the presence of alcohol, at a concentration level of 0.04 or greater, or drugs the following disciplinary standards shall apply:
 - i. Illegal Drugs - The safety-sensitive employee will be discharged following a positive test result.
 - ii. Alcohol - The safety-sensitive employee will be discharged following a positive test result.
- c. When a random test shows the presence of drugs or alcohol in a concentration level of 0.02 or greater the following disciplinary standards shall apply:
 - i. An employee who tests positive on a first test for alcohol, at a concentration level of 0.02 or greater, or drugs shall be removed from duty immediately and shall be referred to a SAP. Such employee shall be allowed to return to duty after compliance with Articles 8.06 Return to Duty and 8.07 Follow-Up Testing.
 - ii. An employee who tests positive on a second test for alcohol, at a concentration level of 0.02 or greater, or drugs shall be discharged from his/her employment.

11.05 Nothing contained herein shall prevent the District from imposing a more severe disciplinary action should the specific facts and circumstances of the situation warrant such action.

¹ Referral to the SAP for an alcohol concentration level of 0.02-0.039 is pursuant to the District's own authority.

- 11.06 Voluntary enrollment in the EAP or the SAP rehabilitation program does not excuse or exempt an employee from discipline if (s)he has alcohol or illegal drugs in his/her system while on duty.
- 11.07 Violations of this Policy shall be grounds for disciplinary action, up to and including discharge. Refusal to submit immediately to drug and alcohol tests at a District authorized collection site when ordered by a District Manager, Supervisor or law enforcement personnel shall subject employees to discharge proceedings for insubordination and gross misconduct. Such refusal shall be considered an admission of guilt.
- 11.08 When an employee has a verified positive drug test result, or has a confirmed alcohol test of 0.04 or greater, or refuses to submit to a drug or alcohol test required, the Human Resources Manager shall advise the employee of the resources available for evaluating and resolving problems associated with prohibited drug use and alcohol misuse, including the names, addresses and telephone number of SAPs and counseling and treatment programs.

XII. RELEASE OF TESTING RESULTS

- 12.01 The District is not authorized by federal law to release any testing records to law enforcement.
- 12.02 The District is allowed to release testing records in a criminal or civil action resulting from an employee's performance of safety-sensitive duties in which a court of competent jurisdiction determines that the drug or alcohol test information sought is relevant to the case and issues an order directing the District to produce the information.
- 12.03 The District will provide drug/alcohol-testing information of an employee or former employee to other agencies/companies, or an identified person when authorized in writing by such employee(s).
- 12.04 The District will release information pertaining to an employee's drug or alcohol test including the results, without the employee's consent in certain legal proceedings including a lawsuit, grievance (e.g. An arbitration concerning disciplinary action taken by the District against the employee) or administrative proceeding brought by, or on behalf of, the employee and resulting from a positive DOT drug or alcohol test or a refusal to test (including, but not limited to, adulterated or substituted test results).
- 12.05 In addition to the foregoing, the District will release drug or alcohol test information only as allowed by federal law or regulations.
- 12.06 The District will immediately notify the employee in writing of any information released pursuant to sections 12.02 and 12.04.

12.07 The District will comply with a request from DOT representatives as follows:

- a. Access to the facilities used for drug/alcohol program functions;
- b. Release of all written, printed and computer based drug/alcohol program record, reports, files, materials, data, documents, agreements, contracts, policies and statements that are required by federal laws and regulations relating to drug/alcohol testing.

XIII. RETENTION OF RECORDS

13.01 The Human Resources Manager shall maintain records of the anti-drug and alcohol misuse programs as required by federal laws and regulations. The records shall be maintained in a secure location with controlled access.

13.02 The District shall keep the following records for the following periods of time:

Records of alcohol test results with alcohol concentration of 0.02 or greater	5 years
Records of verified positive drug test results	5 years
Documentation of refusals to take required alcohol/drug tests (including substituted or adulterated drug test results)	5 years
SAP reports	5 years
All follow-up tests and schedules for follow-up tests	5 years
Information obtained from previous employers under §40.25 concerning drug and alcohol test results of employees	3 years
Records of the inspection, maintenance, and calibration of EBTs	2 years
Records of negative and cancelled drug test results and alcohol test results with a concentration of less than 0.02	1 year

XIV. DEFINITIONS

14.01 Accident - Accident means an occurrence associated with the operation of a vehicle, if as a result: 1) an individual dies; or 2) An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or 3) one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle.

14.02 Alcohol Misuse - Occurs when an employee arrives at the work site with alcohol in his/her system; consumes a beverage containing alcohol while on duty, subject to duty, within four hours of reporting for duty, or during coffee and/or lunch breaks; or is late to work or absent from work due to the consumption of alcohol.

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- 14.03 Breath Alcohol Technician (BAT) - Alcohol breath tests must be performed by a BAT who is trained in proficiency in the operation of the EBT he/she is using and in the alcohol procedures specified in the regulations.
- 14.04 Collection Site - A place designated by the employer where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.
- 14.05 Contractor – a person or organization that provides a safety-sensitive service for the District consistent with a specific understanding or arrangement. The understanding can be a written contract or informal arrangement that reflects an ongoing relationship between the parties.
- 14.06 Controlled Substances - Any drugs that are classified by the Drug Enforcement Administration (DEA) into the five schedules or classes on the basis of their potential for abuse, accepted medical use and accepted safety for use under medical supervision. A drug in any of these schedules identifies that it is a controlled substance and determines the nature of supervisory control that must be exercised. Medications containing any controlled substances must be prescribed by a physician having a valid DEA license number.
- 14.07 DHHS - Department of Health and Human Services
- 14.08 DOT - United States Department of Transportation.
- 14.09 Drug Abuse - Use of any illegal drug or controlled substance without a valid prescription, misuse of legally prescribed drugs, or use of illegally obtained prescription drugs. This includes use of prescription drugs legally prescribed to another individual other than one's self.
- 14.10 Employee - See Section 10.20 Safety-Sensitive Employee.
- 14.11 Evidential Breath Testing (EBT) Device - A device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on the NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL).
- 14.12 Follow-Up Testing - Unannounced drug and alcohol testing given to employees who have returned to duty after evaluation by the SAP. This type of test may be done up to a total of five years from the date the employee returns to duty. A minimum of six tests during the first twelve months is required.
- 14.13 FTA - Federal Transit Administration, an agency of the U.S. Department of Transportation.

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- 14.14 Illegal Use - Use of any illegal drug, misuse of legally prescribed drugs and use of illegally obtained prescription drugs.
- 14.15 Incident - A single event or occurrence, which triggers drug and alcohol tests, as defined in this policy.
- 14.16 Mass Transit Vehicle - Bus, van or automobile.
- 14.17 Medical Review Officer (MRO) - A District authorized licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory drug test results, who has knowledge of substance abuse disorders but who has been trained to interpret and evaluate laboratory test results in conjunction with an employee's medical history. A MRO verifies a positive test result by reviewing a laboratory report and an employee's unique medical history to determine whether the result was caused by the use of prohibited drugs or by an employee's medical condition.
- 14.18 Metabolite - A modified form of a drug that has been chemically altered by the body's metabolic system.
- 14.19 On-Call - See "Subject to Duty." 655.4 Performing (a safety-sensitive function).
- 14.20 Positive Alcohol Test - The presence of alcohol in the body at a concentration of 0.02 or greater as measured by an Evidential Breath Testing (EBT) Device. Refusal to take a breath test without a valid medical explanation also constitutes a positive alcohol test.
- 14.21 Positive Drug Test - Any urine or blood that is chemically tested (screened and confirmed), shows the presence of controlled substances and is verified by the MRO. Refusal to take a drug test without a valid medical explanation also constitutes a positive drug test.
- 14.22 Safety-Sensitive Employee - An employee whose job functions are, or whose job description includes the performance of functions, related to the safe operation of mass transportation service. The following are the categories of safety-sensitive functions: a) operating a revenue service vehicle, including when not in revenue service; b) operating a non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License (CDL); c) controlling dispatch or movement of a revenue service vehicle or equipment used in revenue service; and d) maintaining revenue service vehicles or equipment used in revenue service. Any supervisor who performs or whose job description includes the performance of any function listed above is considered a safety-sensitive employee.
- 14.23 Subject-to-Duty - The status of an employee who is scheduled to report for work at an assigned time and/or who has not been finally and completely released from the responsibility of performing further work that day. Subject-to-Duty also means any

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employee who is responsible for being available to perform work on an emergency basis when called to do so, i.e., in an on call status, if said employee is guaranteed extra compensation because of his/her status as being on call. An employee who is simply responsible for responding if available when said employee is not within either definition above is not considered to be subject-to-duty for the purpose of this Policy.

- 14.24 Substance Abuse Professional (SAP) - A District authorized licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or a certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.
- 14.25 Use - The presence of any controlled substance in the body or the consumption of any beverage mixture or preparation, including any medication containing alcohol.
- 14.26 Vehicle - A bus, electric bus, van, automobile, rail car, trolley car, trolley bus or vessel. A mass transit vehicle is a vehicle used for mass transportation.
- 14.27 Vehicle Disabling Damage - Damage, which precludes departure of the vehicle from the scene of the accident in its usual manner in daylight after simple repairs. It includes damage to vehicles that could have been operated but would have been further damaged if so operated.
- a. Inclusion: Damage to vehicles that could have been driven but would have been further damaged if so driven.
 - b. Exclusions:
 - i. Damage, which can be remedied temporarily at the scene of the accident without special tools or parts.
 - ii. Tire disablement without damage even if no spare tire is available.
 - iii. Headlamp or tail light damage.
 - iv. Damage to turn signals, horn, or windshield wipers, which makes it inoperable.

ATTACHMENT 1

FACT SHEETS

DRUG DETECTION PERIODS

Detection periods vary; rates of metabolism and excretion are different for each drug and use. Detection periods should be viewed as estimates. Cases can always be found to contradict these approximations.

Drug	Detection Period
Amphetamines: Amphetamine Methamphetamine	2-4 days 2-4 days
Cocaine: Benzoyllecgonine	12-72 hours
Cannabinoids (Marijuana) Casual Use Chronic Use	2-7 days Up to 30 days
Ethanol (Alcohol)	12-24 hours
Opiates: Codeine Hydromorphone (Dilaudid) Morphine (for Heroin)	2-4 days 2-4 days 2-4 days
Phencyclidine (PCP) Casual Use Chronic Use	2-7 days Up to 30 days

ATTACHMENT 2

ALCOHOL FACT SHEET

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

SIGNS AND SYMPTOMS OF USE

- ___ Dulled mental processes
- ___ Lack of coordination
- ___ Odor of alcohol on breath
- ___ Possible constricted pupils
- ___ Sleepy or stuporous condition
- ___ Slowed reaction rate
- ___ Slurred speech

HEALTH EFFECTS

The chronic consumption of alcohol (average of three 12-oz. servings of beer per day, 1 ounce of whiskey, or six ounces of wine) over time may result in the following health hazards:

- ___ Decreased sexual functioning
- ___ Dependency (up to 10 percent of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed “alcoholic”)
- ___ Fatal liver diseases
- ___ Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- ___ Kidney disease
- ___ Pancreatitis
- ___ Spontaneous abortion and neonatal mortality
- ___ Ulcers
- ___ Birth defects (up to 54% of all birth defects are alcohol related).

SOCIAL ISSUES

- ___ Two-thirds of all homicides are committed by people who drink prior to the crime.
- ___ Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- ___ Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes.
- ___ The rate of separation and divorce in families with alcohol dependency problems is 7 times the average.
- ___ 40% of family court cases are alcohol problem related.
- ___ Alcoholics are 15 times more likely to commit suicide than are other segments of the population.

- More than 60% of burns, 40% of falls, 69% of boating accidents and 76% of private aircraft accidents are alcohol-related.

THE ANNUAL TOLL

- 24,000 people will die on the highway due to the legally impaired driver.
- 12,000 more will die on the highway due to the alcohol-affected driver.
- 15,800 will die in non-highway accidents.
- 30,000 will die due to alcohol caused liver disease.
- 10,000 will die due to alcohol induced brain disease or suicide.
- Up to another 125,000 will die due to alcohol related conditions or accidents.

WORKPLACE ISSUES

- It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

ATTACHMENT 3

AMPHETAMINE FACT SHEET

Amphetamines are central nervous system stimulants that speed up the mind and body. The physical sense of energy at lower doses and the mental exhilaration at higher doses are the reasons for their abuse. Although widely prescribed at one time for weight reduction and mood elevation, the legal use of amphetamines is now limited to a very narrow range of medical conditions. Most amphetamines that are abused are illegally manufactured in foreign countries and smuggled into the U.S. or clandestinely manufactured in crude laboratories.

DESCRIPTION

- Amphetamine is sold in counterfeit capsules or as white, flat, double-scored “mini-bennies.” It is usually taken by mouth.
- Methamphetamine is often sold as a creamy white and granular powder or in lumps and is packaged in aluminum foil wraps or sealable plastic bags. Methamphetamine may be taken orally, injected, or snorted into the nose.
- Trade/street names include Biphphetamine, Delcobese, Desotyn, Detedrine, Chetrol, Ritalin, Speed, Meth, Crank, Crystal, Monster, Black Beauties, and Rits.

SIGNS AND SYMPTOMS OF USE

- Hyperexcitability, restlessness
- Dilated pupils
- Increased heart rate and blood pressure
- Heart palpitations and irregular beats
- Profuse sweating
- Rapid respiration
- Confusion
- Panic
- Talkativeness
- Inability to concentrate
- Heightened aggressive behavior.

HEALTH EFFECTS

- Regular use produces strong psychological dependence and increasing tolerance to drug.
- High doses may cause toxic psychosis resembling schizophrenia.
- Intoxication may induce a heart attack or stroke due to spiking of blood pressure.
- Chronic use may cause heart and brain damage due to severe constriction of capillary blood vessels.
- The euphoric stimulation increases impulsive and risk-taking behaviors, including bizarre and violent acts.
- Withdrawal from the drug may result in severe physical and mental depression.

WORKPLACE ISSUES

- Since amphetamines alleviate the sensation of fatigue, they may be abused to increase alertness because of unusual overtime demands or failure to get rest.
- Low-dose amphetamine use will cause a short-term improvement in mental and physical functioning. With greater use or increasing fatigue, the effect reverses and has an impairing effect. Hangover effect is characterized by physical fatigue and depression, which may make operation of equipment or vehicles dangerous.

ATTACHMENT 3 (Continued)

COCAINE FACT SHEET

Cocaine is used medically as a local anesthetic. It is abused as a powerful physical and mental stimulant. The entire central nervous system is energized. Muscles are more tense, the heart beats faster and stronger, and the body burns more energy. The brain experiences exhilaration caused by a large release of neurohormones associated with mood elevation.

DESCRIPTION

- The source of cocaine is the coca bush, grown almost exclusively in the mountainous regions of northern South America.
- Cocaine Hydrochloride - “snorting coke” is a white to creamy granular or lumpy powder that is chopped into a fine powder before use. It is snorted into the nose, rubbed on the gums, or injected in veins. The effect is felt within minutes and lasts 40 to 50 minutes per “line” (about 60 to 90 milligrams). Common paraphernalia include a single-edged razor blade and a small mirror or piece of smooth metal, a half straw or metal tube, and a small screw cap vial or folded paper packet containing the cocaine.
- Cocaine Base - a small crystalline rock about the size of a small pebble. It boils at a low temperature, is not soluble in water, and is up to 90 percent pure. It is heated in a glass pipe and the vapor is inhaled. The effect is felt within seven seconds. Common paraphernalia includes a “crack pipe” (a small glass smoking device for vaporizing the crack crystal) and a lighter, alcohol lamp, or small butane torch for heating.
- Trade/street names include Coke, Rock, Crack, Free Base, Flake, Snow, Smoke and Blow.

SIGNS AND SYMPTOMS OF USE

- Financial problems
- Frequent and extended absences from meeting or work assignment 0‰ Increased physical activity and fatigue
- Isolation and withdrawal from friends and normal activities
- Secretive behaviors, frequent non-business visitors, delivered packages, phone calls
- Unusual defensiveness, anxiety, agitation
- Wide mood swings
- Runny or irritated nose
- Difficulty in concentration
- Dilated pupils and visual impairment
- Restlessness
- Formication (sensation of bugs crawling on skin)
- High blood pressure, heart palpitations, and irregular rhythm
- Hallucinations
- Hyperexcitability and overreaction to stimulus
- Insomnia
- Paranoia and hallucinations
- Profuse sweating and dry mouth
- Talkativeness

HEALTH EFFECTS

- Research suggests that regular cocaine use may upset the chemical balance of the brain. As a result, it may speed up the aging process by causing irreparable damage to critical nerve cells. The onset of nervous system illnesses such as Parkinson's disease could also occur.
- Cocaine use causes the heart to beat faster and harder and rapidly increases blood pressure. In addition, cocaine causes spasms of blood vessels in the brain and heart. Both effects lead to ruptured vessels causing strokes or heart attacks.
- Strong psychological dependency can occur with one "hit" of crack. usually, mental dependency occurs within days (crack) or within several months (snorting coke). Cocaine causes the strongest mental dependency of any known drug.
- Treatment success rates are lower than for other chemical dependencies.
- Cocaine is extremely dangerous when taken with depressant drugs. Death due to overdose is rapid. The fatal effects of an overdose are not usually reversible by medical intervention. The number of cocaine overdose deaths has tripled in the last four years.
- Cocaine overdose was the second most common drug emergency in 1986 - up from 11th place in 1980.

WORKPLACE ISSUES

- Extreme mood and energy swings create instability. Sudden noises can cause a violent reaction.
- Lapses in attention and ignoring warning signals greatly increase the potential for accidents.
- The high cost of cocaine frequently leads to workplace theft and/or dealing.
- A developing paranoia and withdrawal create unpredictable and sometimes violent behavior.
- Work performance is characterized by forgetfulness, absenteeism, tardiness, and missed assignments.

ATTACHMENT 3 (Continued)

CANNABINOIDS (MARIJUANA) FACT SHEET

Marijuana is one of the most misunderstood and underestimated drugs of abuse. People use marijuana for the mildly tranquilizing and mood - and perception-altering effects it produces.

DESCRIPTION

- Usually sold in plastic sandwich bags, leaf marijuana will range in color from green to light tan. The leaves are usually dry and broken into small pieces. The seeds are oval with one slightly pointed end. Less prevalent, hashish is a compressed, sometimes tar like substance ranging in color from pale yellow to black. It is usually sold in small chunks wrapped in aluminum foil. It may also be sold in an oily liquid.
- Marijuana has a distinctly pungent aroma resembling a combination of sweet alfalfa and incense.
- Cigarette papers, roach clip holders, and small pipes made of bone, brass, or glass are commonly found. Smoking “bongs” (large bore pipes for inhaling large volumes of smoke) can easily be made from soft drink cans and toilet paper rolls.
- Trade/street names include Marinol, THC, Pot, Grass, Joint, Reefer, Acapulco Gold, Sinsemilla, Thai Sticks, Hash, and Hash Oil.

SIGNS AND SYMPTOMS OF USE

- Reddened eyes (often masked by eyedrops)
- Slowed speech
- Distinctive odor on clothing
- Lackadaisical “I don’t care” attitude
- Chronic fatigue and lack of motivation
- Irritating cough, chronic sore throat

HEALTH EFFECTS GENERAL

- When marijuana is smoked, it is irritating to the lungs. Chronic smoking causes emphysema-like conditions.
- One joint causes the heart to race and be overworked. People with undiagnosed heart conditions are at risk.
- Marijuana is commonly contaminated with the fungus *Aspergillus*, which can cause serious respiratory tract and sinus infections.
- Marijuana smoking lowers the body’s immune system response, making users more susceptible to infection. The U.S. government is actively researching a possible connection between marijuana smoking and the activation of AIDS in positive human immunodeficiency virus (HIV) carriers.

PREGNANCY PROBLEMS AND BIRTH DEFECTS

- The active chemical, tetrahydrocannabinol (THC), and 60 other related chemicals in marijuana concentrate in the ovaries and testes.
- Chronic smoking of marijuana in males causes a decrease in sex hormone, testosterone, and an increase in estrogen, the female sex hormone. The result is a decrease in sperm count, which can lead to temporary sterility. Occasionally, the onset of female sex characteristics including breast development occurs in heavy users.
- Chronic smoking of marijuana in females causes a decrease in fertility and an increase in testosterone.
- Pregnant women who are chronic marijuana smokers have a higher than normal incidence of stillborn births, early termination of pregnancy, and higher infant mortality rate during the first few days of life.
- In test animals, THC causes birth defects, including malformations of the brain, spinal cord, forelimbs, and liver and water on the brain and spine.
- Offspring of test animals who were exposed to marijuana have fewer chromosomes than normal, causing gross birth defects or death of the fetus. Pediatricians and surgeons are concluding that the use of marijuana by either or both parents, especially during pregnancy, leads to specific birth defects of the infant's feet and hands.
- One of the most common effects of prenatal cannabinoid exposure is underweight newborn babies.
- Fetal exposure may decrease visual functioning and causes other ophthalmic problems.

MENTAL FUNCTION

Regular use can cause the following effects:

- Delayed decision-making
- Diminished concentration
- Impaired short-term memory, interfering with learning
- Impaired signal detection (ability to detect a brief flash of light), a risk for users who are operating machinery
- Impaired tracking (the ability to follow a moving object with the eyes) and visual distance measurements
- Erratic cognitive function
- Distortions in time estimation
- Long-term negative effects on mental function known as "acute brain syndrome," which is characterized by disorders in memory, cognitive function, sleep patterns, and physical condition.

ACUTE EFFECTS

- Aggressive urges
- Anxiety
- Confusion
- Fearfulness
- Hallucinations
- Heavy sedation
- Immobility

Drug and Alcohol Testing Policy

Revised: 12/13/02

- Mental dependency
- Panic
- Paranoid reaction
- Unpleasant distortions in body image.

WORKPLACE ISSUES

- The active chemical, THC, stores in body fat and slowly releases over time. Marijuana smoking has a long term effect on performance.
- A 500 to 800 percent increase in THC concentration in the past several years makes smoking three to five joints a week today equivalent to 15 to 40 joints a week in 1978.
- Combining alcohol or other depressant drugs and marijuana can produce a multiplied effect, increasing the impairing effect of both the depressant and marijuana.

ATTACHMENT 3 (Continued)

OPIATES (NARCOTICS) FACT SHEET

Opiates (also called narcotics) are drugs that alleviate pain, depress body functions and reactions, and, when taken in large doses, cause a strong euphoric feeling.

DESCRIPTION

- Natural and natural derivatives - opium, morphine, codeine, and heroin
- Synthetics - merperidine (Demerol), exymorphone (Numorphan), and oxycodone (Percodan)
- May be taken in pill form, smoked, or injected, depending upon the type of narcotic used.
- Trade/street names include Smack, Horse, Emma, Big D, Dollies, Juice, Syrup, and China White.

SIGNS AND SYMPTOMS OF USE

- Mood changes
- Impaired mental functioning and alertness
- Constricted pupils
- Depression and apathy
- Impaired coordination
- Physical fatigue and drowsiness
- Nausea, vomiting, and constipation
- Impaired respiration.

HEALTH EFFECTS

- IV needle users have a high risk for contracting hepatitis and AIDS due to the sharing of needles.
- Narcotics increase pain tolerance. As a result, people could more severely injure themselves or fail to seek medical attention after an accident due to the lack of pain sensitivity.
- Narcotics' effects are multiplied when used in combination with other depressant drugs and alcohol, causing increased risk for an overdose.

SOCIAL ISSUES

- There are over 500,000 heroin addicts in the U.S., most of whom are IV needle users.
- An even greater number of medicinal narcotic-dependent persons obtain their narcotics through prescriptions.
- Because of tolerance, there is an ever-increasing need for more narcotic to produce the same effect.
- Strong mental and physical dependency occurs.
- The combination of tolerance and dependency creates an increasing financial burden for the user. Costs for heroin can reach hundreds of dollars a day.

WORKPLACE ISSUES

Drug and Alcohol Testing Policy

Revised: 12/13/02

- Unwanted side effects such as nausea, vomiting, dizziness, mental clouding, and drowsiness place the legitimate user and abuser at higher risk for an accident.
- Narcotics have a legitimate medical use in alleviating pain. Workplace use may cause impairment of physical and mental functions.

ATTACHMENT 3 (Continued)

PHENCYCLIDINE (PCP) FACT SHEET

Phencyclidine (PCP) was originally developed as an anesthetic, but the adverse side effects prevented its use except as a large animal tranquilizer. Phencyclidine acts as both a depressant and a hallucinogen, and sometimes as a stimulant. It is abused primarily for its variety of mood-altering effects. Low doses produce sedation and euphoric mood changes. The mood can change rapidly from sedation to excitation and agitation. Larger doses may produce a coma-like condition with muscle rigidity and a blank stare with eyelids half closed. Sudden noises or physical shocks may cause a “freak out” in which the person has abnormal strength, extremely violent behavior, and an inability to speak or comprehend communication.

DESCRIPTION

- PCP is sold as a creamy, granular powder and is often packaged in one-inch square aluminum foil or folded paper “packets.”
- It may be mixed with marijuana or tobacco and smoked. It is sometimes combined with procaine, a local anesthetic, and sold as imitation cocaine.
- Trade/street names include Angel Dust, Dust, and Hog.

SIGNS AND SYMPTOMS OF USE

- Impaired coordination
- Severe confusion and agitation
- Extreme mood shifts
- Muscle rigidity
- Nystagmus (jerky eye movements)
- Dilated pupils
- Profuse sweating
- Rapid heartbeat
- Dizziness

HEALTH EFFECTS

- The potential for accidents and overdose emergencies is high due to the extreme mental effects combined with the anesthetic effect on the body.
- PCP is potentiated by other depressant drugs, including alcohol, increasing the likelihood of an overdose reaction.
- Misdiagnosing the hallucinations as LSD induced, and then treating with Thorazine, can cause a fatal reaction.
- Use can cause irreversible memory loss, personality changes, and thought disorders.
- There are four phases to PCP abuse. The first phase is acute toxicity. It can last up to three days and can include combativeness, catatonia, convulsions, and coma. Distortions of size, shape, and distance perception are common. The second phase, which does not always follow the first, is a toxic psychosis. Users may experience visual and auditory delusions,

paranoia, and agitation. The third phase is a drug-induced schizophrenia that may last a month or longer. the fourth phase is PCP-induced depression. Suicidal tendencies and mental dysfunction can last for months.

WORKPLACE ISSUES

- PCP abuse is less common today than in recent years. It is also not generally used in a workplace setting due to the severe disorientation that occurs.

ATTACHMENT 4

LIST OF SAFETY SENSITIVE JOB CLASSIFICATIONS BY TITLE

Vehicle Service Worker I/II
Vehicle Service Detailer
Vehicle Service Technician
Upholsterer
Body Repair Mechanic
Mechanic I/II/III
Lead Mechanic
Fleet Maintenance Supervisor
Fleet Maintenance Manager

Bus Operator
Transit Supervisor
Safety and Training Coordinator
Schedule Analyst
Base Superintendent
Operations Manager

NOTE: List is subject to change as classifications are amended or added.

ATTACHMENT 3

SCMTD RFP 04-07 Supplemental Paratransit Services

Contract Standards

Contract period – Three years with two one-year extensions.

Performance Standards

Service provided under this agreement is expected to meet or exceed the standards set forth in the METRO ParaCruz Customer's Guide, the METRO ParaCruz Policies and Procedures, and as specified in this document. The following measures are used to gauge performance on an ongoing basis, to assure METRO ParaCruz customers that they are receiving high quality service. Santa Cruz METRO will verify these measures from time to time, at their discretion, as set forth elsewhere in this agreement.

On-time performance – the COFA reported an on-time performance of 95%. New policy allows 30 minute window for pick-ups to be on-time. Existing level of 95% is expected to be maintained, with 100% no earlier than 5 minutes before the Ready Window, and no later than 40 minutes after window ends. Each operator, whether prime or subcontractor, is expected to achieve this standard. The minimum acceptable on-time performance level based on performed trips is 92 percent of trips operated within the Ready Window.

Productivity – Current productivity is reported in the 1999 NTD as 1.88 passengers per hour. The current contract is based on a per-trip rate, resulting in unreliable productivity figures. The minimum productivity level for this contract will be 1.6 eligible and certification passengers per hour, based on operating hours not including deadhead to first pick-up or from last drop-off, or breaks. The performance of the prime and subcontractors shall be combined when calculating the productivity level.

Service Standards

Ride time – Currently, customers are used to ride times of approximately 30 minutes or less. The Santa Cruz METRO Board of Directors has adopted a policy of paratransit customer on-board ride time not exceeding 60 minutes under normal operating conditions, and regardless of the number of customers traveling at the same time.

Excessively late or missed trips – trips where the driver arrived at the pick-up location more than 40 minutes after the end of the pick-up window, regardless whether the trip is performed or not, are considered missed trips. Every effort

shall be made to notify the customer if the vehicle is running late, and this effort shall be documented. All missed trips are violations of the contract, and are subject to liquidated damages of \$50 per missed trip.

Incentives

A bonus of \$5,000 will be made available for operated productivity over 1.9 passengers per hour when on-time standard is met or exceeded for the same one-month period, based on reconciled data, and where chargeable complaints are less than 2 per 1,000 rides provided. This incentive is based on the performance of each the Prime and any subcontractors.

On a semiannual basis, the Contractor's accident/incident performance will be evaluated. Should the Contractor provide service with no avoidable accidents (accident that could have been avoided by the driver, or caused by the driver) or incidents the cause of which can be attributed to the negligence or fault of the driver or Contractor, the Contractor shall be awarded \$3,000 for those six (6) months of service.

Liquidated Damages

In addition to missed trips, METRO will assess liquidated damages for violations of standards that impact safety of passengers using METRO ParaCruz.

The following safety violations may be charged \$100 per documented incident:

- ◆ Drivers documented as providing trips and are not authorized due to:
 - DMV report does not meet minimum standards.
 - not meeting the standards of the Substance Abuse Policy.
 - Training not completed – retraining not performed.
 - not properly licensed, with first aid and medical card.
 - Accident not reported within 24 hours, (immediately, if passenger involved).
 - Driver or vehicle not insured (per day operated).
- ◆ Preventive Maintenance program not followed within METRO-defined standards for all vehicles operated under this agreement.
- ◆ Any vehicle not meeting standards set forth by METRO for acceptable tire wear that is used in service under this agreement.
- ◆ Any vehicle with inoperable wheelchair lift used in service under this agreement.

The following contractor violations may be charged \$1,000 per documented incident:

- ◆ Operating service under this contract while Contractor's Substance Abuse Policy is out of compliance with METRO's and the Federal Transit Administration standards, as amended from time to time.

- ◆ Lacking insurance coverage as specified under this agreement during any time within a one-month billing period.
- ◆ Each accumulation of 10 safety violations as described in the above section within a one-month billing period will result in an additional penalty of \$1,000.

Reporting

Service reporting standards are presented in the METRO ParaCruz Policies and Procedures. Santa Cruz METRO staff or their designee may review up to 100 percent of trip data as reconciled in Trapeze PASS at their discretion.

The Contractor shall honor any request for information or documentation regarding contract or services provided herein from Santa Cruz METRO or its designee. Failure to produce documentation requested as part of a review or audit of the Contractor will be considered a violation of this agreement.

Any failure to provide required reports or documents in the timeframe specified in this agreement will be considered a violation of this agreement and subject to liquidated damages of \$100 per request.

Reporting for vehicles owned by METRO: METRO requires that all revenue miles and non-revenue miles used by the provider and/or subcontractors for the period of July 1 through June 30 for each year of the contract be reported to METRO no later than July 15 of the same year.

Monthly invoices for services must be submitted to METRO no later than the 14th day of the month following the billing period, or late charges will be incurred.

The total amount of liquidated damages that may be imposed by Santa Cruz METRO shall not exceed in a single month an amount of more than the Contractor's non-disputed invoice for that month multiplied by 5%.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADDENDUM NO. 1

REQUEST FOR PROPOSAL (RFP) NO. 04-07

FOR SUPPLEMENTAL PARATRANSIT SERVICES

September 3, 2004

Receipt of this Addendum No. 1 shall be acknowledged in your proposal response. Any adjustment resulting from this addendum shall be included in the RFP. Where in conflict, the terms and conditions of this addendum supersede those in the RFP.

1. PRE-PROPOSAL CONFERENCE NOTES.

On August 25, 2004, a pre-proposal meeting was conducted. It was my intention to have the pre-proposal meeting recorded and the transcription of the minutes of that meeting provided in this Addendum No. 1. The microphone attached to the recorder malfunctioned and none of the pre-proposal meeting was recorded. The following questions and answers are provided to the best of my recollection and from the notes taken by myself and other District staff members present at the meeting.

Attendance:

Bryant Baehr, District Operations Manager
Steve Paulson, Paratransit Administrator
Wally Brondstatter, Paratransit Superintendent
Lloyd Longnecker, District Buyer
Bonnie Morr, U.T.U. Representative

Richard Camperud, Courtesy Cab Company
Michael A. Gurewich, Trans Metro Express
David Brick, Santa Cruz Transportation LLC
James Monroe, Santa Cruz Transportation LLC

Bryant Baehr described the Metro ParaCruz operation and the intent of this RFP. The District will guarantee four (4) hour minimum if contractors using vehicles dedicated solely for this service. If Contractor uses their own metered vehicles than the Contractor shall offer a metered rate. These were the cost requirements of the submitted proposals. Minimum Service requirements and vehicle standards were discussed. It is the responsibility of the Contractor to collect the \$3.00 fare. Collection of these fares will either be paid to the District or deducted from Contractor's invoices. Employees of the Contractor will be considered Safety Sensitive employees and a Drug Testing program and procedures in place and do random testing. District will receive all calls for rides and do the entire ride scheduling Monday through Sunday, 8 am to 5 pm.

- A. Question: Can the District provide data on frequency and number of rides this contract will be based on?
A: *There were over 91,000 rides last FY. This is a decrease of greater than 14% from the previous year. The District cannot predict how much business there will be in the future. We will provide data on past ride history for a one year period. This will be an Attachment No. 4 to this Addendum No. 1.*
- B. Q: How are the rides will be distributed if there are more than one Contractor awarded a contract?
A: *At the District sole discretion, it will choose which contractor to perform rides it will subcontract out based on cost effectiveness and efficiency of service. The District is interested in multiple ParaCruz Contractors.*
- C. Q: What kind of budget is expected for this contract?
A: *The District has established a subcontract budget of approximately \$400,000 to \$450,000 based **projected demand**. This number may be lower or higher depending on actual ParaCruz demand.*
- D. Q: Will Contractors be required to insure the District vehicles assigned to this contract?
A: *Contractor will be responsible for liability insurance on any District supplied vehicles while in the custody of the Contractor. The District will provide insurance for physical damage on any District supplied vehicles while in the custody of the Contractor.*
- E. Q: It currently costs approximately \$40 per day to insure a District vehicle assigned to the Contractor even if the vehicle sits on the lot and is not being used.
A: *See question D above. All other insurance to be provided by the Contractor must be figured into the Contractor's proposal.*
- F. Q: Will the District provide a list of the vehicles that will be available?
A: *The vehicle list will be provided as an Attachment No. 5 to this Addendum No. 1.*
- G. Q: Can the contract cancellation clause for no reason as stated in the terms and conditions section of the RFP be waived?
A: *This is a Federal Transportation Administration (FTA) requirement and cannot be waived.*
- H. Q: Is the Contractor responsible for reservations and ride negotiations?
A: *The Contractor is not responsible for reservations or ride negotiations. Negotiating pickup times is a function of the District. The scheduled time provided to the Contractor is the time the ride is expected to be performed.*
- I. Q: Can Contractor pool with the District on its substance abuse insurance carrier?
A: *No. The District can provide a list of the substance abuse professionals it uses to the successful contractor(s). The Contractor is responsible for its own substance abuse program in compliance with Federal regulations.*
- J. Q. Re: RFP Attachment No. 2, page 27, Exhibit 2: Vehicle Standards, Clarify that Contractor supplied vehicles are not to be older than 60 months.

A: For sedans and station wagons, no vehicle shall be older than 60 months from the date of manufacture (manufacturer's model year). For lift-equipped vans, no vehicle shall be older than 84 months from the date of manufacture.

K. Q: How many District provided vehicles are available for use by the Contractor?

A: Thirty-two (32) vehicles are assigned to Paratransit services, 30% or ten (10) vehicles would be available to the Contractor(s).

L. Q: If Contractor has his own dedicated vehicles can he get a 4-hour guarantee on these vehicles?

A: Pricing is asked for a 4-hour guarantee with Contractor's own vehicle. As long as the contractor can provide a vehicle as required, either handicapped accessible or a sedan for the trip, they would be eligible for the 4-hour guarantee. The hourly rate established for the 4-hour guarantee will be good for four hours plus. For every additional hour the same hourly rate will apply. The manifest generated and the vehicle assigned must be compatible. The vehicle assigned must be able to perform all of the trips on the manifest to be able to qualify for the 4-hour guarantee (you cannot assign a sedan to do four trips and then assign an handicapped accessible vehicle for one trip and get two each 4-hour guarantees).

RFP page III-3, item 3.2.1 is corrected as follows:

3.2.1 Santa Cruz METRO shall make payment to the Contractor upon the following terms and conditions:

Payment shall consist of three components:

Hourly Rate:

- a) Dedicated vehicles provided by METRO, (service hours scheduled by METRO) Contractor(s) must provide liability insurance. Vehicles provided by METRO are covered for physical damage only under METRO's insurance. Guaranteed four-hour minimum.
- b) Vendor provided vehicle and dedicated service hours (scheduled by METRO) vendor provides all insurance. Guaranteed four-hour minimum.

Meter Rate:

- c) Single ride metered rate (not dedicated vehicle)

M. Q: What is the current rate with Community Bridges?

A: Currently, Community Bridges provides reservations, scheduling, dispatch and ride delivery. They are paid a sliding scale hourly rate, based on productivity. Assuming productivity exceeding 1.90 rides per hour, they receive \$54.37 per hour to cover all of the above mentioned as well as their overhead expenses. This is not an accurate depiction of what the Supplemental Paratransit Services Provider should be offering for less duties and responsibilities.

N. Q: Re: RFP Attachment No. 3, Bonuses

A: See attached REVISED Attachment 3

O. Q: Is the Contractor required to use U.T.U. drivers?

A: This is not a requirement.

P. Q: Will this be a problem with the U.T.U.?

A: No as answered by U.T.U. present at the meeting.

2. SPECIFICATION CORRECTION.

Reference page III-5, Item 3.4.11 should read:

The Supplemental Service provider shall dispatch the appropriate vehicle that will accommodate the passenger needs as reflected in the daily schedule manifest. All violations shall be assessed a **five two hundred fifty dollar** penalty (\$250.00) per each violation. The Supplemental service provider shall notify METRO of all violations within 24 Hours.

3. ADDITIONAL WRITTEN QUESTIONS SUBMITTED

- A. Q: Page III-2, Item 2.1, Defines service area as the entire county. Is this accurate for paratransit services?
A: *The service area is defined as ¾ of a mile from any active bus route. Reference the ParaCruz Customer guide.*
- B. Q: Payment Timing listed as 45 days for payment after the end of the monthly billing payment. This will require the contractor to front cash operations for between 45 and 75 days, depending on timing, and possibly longer depending on the method of issuing payment (e.g., mail). Is there any plan to provide advances for operating expenses incurred?
A: *No.*
- C. Q: Page III-5, item 3.4.11 is the fine \$500 or \$250?
A: *\$250, see question 2 above.*
- D. Q: Page III-7, item 3.15.9 Brochure Racks. Must these be displayed in ALL vehicles used by the operator (e.g., all taxi's)? Does the contractor reserve the right to reject the brochure racks for legitimate reasons (e.g., safety, inability to secure in given vehicles)?
A: *If there is a legitimate safety issue or an inability to secure the brochure rack to the assigned vehicle, then the District will waive this requirement at its own discretion.*
- E. Q: Page III-7, item 3.15.9 Signage. What are the signs, and will they be required in all taxis in the fleet?
A: *Signs are only required in the assigned vehicles. Signs are informational (e.g. if you are having difficulty with the ParaCruz service, then call....).*
- F. Q: Page III-7, item 3.17.2 refers to a backup fleet of 15% of the total fleet, while page 22 in Attachment 2 requires two backup vehicles for every ten service vehicles (20%). Which is correct?
A: *20%*
- G. Q: Attachment 2, page 22, requires all backup vehicles to be wheelchair accessible, regardless of total wheelchair accessible vehicles in the fleet. This is not realistic, especially if older vehicles are not allowed to be part of the backup fleet. Please clarify.

A: If the contractor had to resort to a backup vehicle to provide service to a ParaCruz customer that needed a wheelchair accessible vehicle, the contractor could not provide the service. Therefore, the specification that backup vehicles must be able to carry a minimum of one wheelchair and three ambulatory passengers is important for the legal compliance of the program.

H. Q: If District provides ParaCruz vehicles to the contractor, will District provide access to backups, or does the contractor have to purchase backup vehicles as part of this RFP?

*A: Refer to question 1. K. above. The District will provide a limited number of spare vehicles for **dedicated** ADA Paratransit service.*

I. Q: Attachment 3, page 3. Do the listed incentives and liquidated damages still apply? Inclusion or exclusion of either clause will impact the rates to be submitted in the contractor's proposal.

A: No, see REVISED Attachment 3.

J. Q: Attachment 2, page 27, Exhibit 2, Vehicle Standards. Sedans over the age of 60 months are not allowed. Sixty months is less than the federal and state expected life of vehicles. Is there justification for such standard?

A: The District has determined that sedans older than 60 months shall not be used in ParaCruz Service.

Are there funds available for operators to purchase replacement vehicles at such an accelerated rate?

A: No, it is the Contractor's responsibility to provide their own equipment if they choose not to use District provided vehicles.

Is there is a reason date of manufacture is used instead of mileage for inspection purposes and vehicle standards?

A: Under this contract, the District expects vehicles to not exceed 60 months for the date of manufacture. The District feels that this is an appropriate useful life for vehicles to perform this service.

K. Q: Attachment 3, page 27, Exhibit 2, Vehicle Standards. No mention is made of seven passenger minivans without wheelchair ramps or lifts. Which age standard will they be held to? Are there any mileage standards for any of these vehicles?

A: Minivans will be held to the same standards as a sedan. There is an age standard but not a mileage standard.

4. PROPOSAL DUE DATE.

The due date for proposals has been **extended** to September 14, 2004, 5:00 p.m.

Lloyd Longnecker
District Buyer

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

District RFP No. 04-07

**Request for Proposals
For Paratransit Services**

ATTACHMENT 3

CONTRACT PERFORMANCE STANDARDS

REVISED



REVISED ATTACHMENT 3

SCMTD RFP 04-01 Paratransit Services

Contract Standards

Contract period – Three years with two one-year extensions.

Performance Standards

Service provided under this agreement is expected to meet or exceed the standards set forth in the METRO ParaCruz Customer's Guide, the METRO ParaCruz Policies and Procedures, and as specified in this document. The following measures are used to gauge performance on an ongoing basis, to assure METRO ParaCruz customers that they are receiving high quality service. Santa Cruz METRO will verify these measures from time to time, at their discretion, as set forth elsewhere in this agreement.

On-time performance – Policy allows 30 minute window for pick-ups to be considered on-time. 95% of all trips are expected to be performed within the Ready Window, with 100% no earlier than the Ready Window, and no later than 40 minutes after window ends. Each operator, whether primary or supplemental, is expected to achieve this standard. The minimum acceptable on-time performance level based on performed trips is ~~92~~ 95% of trips operated within the Ready Window.

~~Productivity—The minimum productivity level for this contract will be 2.0 eligible and certification passengers per hour, based on operating hours not including deadhead to first pick-up or from last drop-off, or breaks. The performance of the primary and supplemental contractors dedicated vehicles shall be considered independently when calculating the productivity level. Non-dedicated vehicles will not be included when calculating productivity.~~

Service Standards

Ride time – Currently, customers are used to ride times of approximately 30 minutes or less. The Santa Cruz METRO Board of Directors has adopted a policy of paratransit customer on-board ride time not exceeding 60 minutes under normal operating conditions, and regardless of the number of customers traveling at the same time.

Excessively late or missed trips – trips where the driver arrived at the pick-up location more than 40 minutes after the end of the pick-up window, regardless whether the trip is performed or not, are considered missed trips. Every effort shall be made to notify the customer if the vehicle is running late, and this effort shall be documented. All missed trips are violations of the contract, and are subject to liquidated damages of \$50 per missed trip.

Incentives

~~A bonus of \$5,000 will be made available for operated productivity over 2.25 passengers per hour when on-time standard is met or exceeded for the same one-month period, based on reconciled~~

~~data, and where chargeable complaints are less than 2 per 1,000 rides provided. This incentive is based on the performance of each the Prime and any subcontractors.~~

~~On a semiannual basis, the Contractor's accident/incident performance will be evaluated. Should the Contractor provide service with no avoidable accidents (accident that could have been avoided by the driver, or caused by the driver) or incidents the cause of which can be attributed to the negligence or fault of the driver or Contractor, the Contractor shall be awarded \$3,000 for those six (6) months of service.~~

Liquidated Damages

In addition to missed trips, METRO will assess liquidated damages for violations of standards that impact safety of passengers using METRO ParaCruz.

The following safety violations may be charged \$100 per documented incident:

- ◆ Drivers documented as providing trips and are not authorized due to:
 - DMV report does not meet minimum standards.
 - not meeting the standards of the Substance Abuse Policy.
 - Training not completed – retraining not performed.
 - not properly licensed, with first aid and medical card.
 - Accident not reported within 24 hours, (immediately, if passenger involved).
 - Driver or vehicle not insured (per day operated).
- ◆ Preventive Maintenance program not followed within METRO-defined standards for all vehicles operated under this agreement.
- ◆ Any vehicle not meeting standards set forth by METRO for acceptable tire wear that is used in service under this agreement.
- ◆ Any vehicle with inoperable wheelchair lift used in service under this agreement.

The following contractor violations may be charged \$1,000 per documented incident:

- ◆ Operating service under this contract while Contractor's Substance Abuse Policy is out of compliance with METRO's and the Federal Transit Administration standards, as amended from time to time.
- ◆ Lacking insurance coverage as specified under this agreement during any time within a one-month billing period.
- ◆ Each accumulation of 10 safety violations as described in the above section within a one-month billing period will result in an additional penalty of \$1,000.

Reporting

Service reporting standards are presented in the METRO ParaCruz Policies and Procedures. Santa Cruz METRO staff or their designee may review up to 100 percent of trip data ~~as reconciled in Trapeze PASS~~ at their discretion.

The Contractor shall honor any request for information or documentation regarding contract or services provided herein from Santa Cruz METRO or its designee. Failure to produce documentation requested as part of a review or audit of the Contractor will be considered a violation of this agreement.

Any failure to provide required reports or documents in the timeframe specified in this agreement will be considered a violation of this agreement and subject to liquidated damages of \$100 per request.

Reporting for vehicles owned by METRO: METRO requires that all revenue miles and non-revenue miles used by the provider and/or subcontractors for the period of July 1 through June 30 for each year of the contract be reported to METRO no later than July 15 of the same year.

Monthly invoices for services must be submitted to METRO no later than the 14th day of the month following the billing period, or late charges will be incurred.

The total amount of liquidated damages that may be imposed by Santa Cruz METRO shall not exceed in a single month an amount of more than the Contractor's non-disputed invoice for that month multiplied by 5%.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

District RFP No. 04-07

**Request for Proposals
For Paratransit Services**

ATTACHMENT 4

ONE-YEAR RIDE HISTORY DATA



1. **Total** ADA Rides Performed for 07/01/2003 through 06/30/2004
Displayed by Time of Day.

Rides before 8 AM:	3,100 Trips
Rides between 8 AM and 9 AM:	7,157 Trips
Rides between 9 AM and 10 AM:	10,444 Trips
Rides between 10 AM and 11 AM:	12,192 Trips
Rides between 11 AM and 12 Noon:	10,074 Trips
Rides between 12 Noon and 1 PM:	9,887 Trips
Rides between 1 PM and 2 PM:	8,730 Trips
Rides between 2 PM and 3 PM:	10,873 Trips
Rides between 3 PM and 4 PM:	8,354 Trips
Rides between 4 PM and 5 PM:	4,416 Trips
Rides between 5 PM and 6 PM:	2,820 Trips
Rides between 6 PM and 7 PM:	1,907 Trips
Rides between 7 PM and 10 PM:	1,573 Trips
All rides after 10 PM:	1,288 Trips

Total number of eligible riders: 92,815

Personal care attendants: 11,359

Guest and Companions: 447.

2702 ADA Clients requested a trip for this date.

57,340	Demand Rides	61.8% of Total Rides.
276	Subscription Rides	29.8% of Total Rides.
785	Will Call Returns	8.5% of Total Rides

2. **Saturday Only** ADA Rides Performed for 07/01/2003 through 06/30/2004
Displayed by Time of Day.

Rides before 8 AM:	97 Trips
Rides between 8 AM and 9 AM:	223 Trips
Rides between 9 AM and 10 AM:	336 Trips
Rides between 10 AM and 11 AM:	411 Trips
Rides between 11 AM and 12 Noon:	323 Trips
Rides between 12 Noon and 1 PM:	337 Trips
Rides between 1 PM and 2 PM:	272 Trips
Rides between 2 PM and 3 PM:	313 Trips
Rides between 3 PM and 4 PM:	249 Trips
Rides between 4 PM and 5 PM:	126 Trips
Rides between 5 PM and 6 PM:	100 Trips
Rides between 6 PM and 7 PM:	49 Trips
Rides between 7 PM and 10 PM:	46 Trips
All rides after 10 PM:	42 Trips

Total number of eligible riders: 2,924

Personal care attendants: 382

Guest and Companions: 360

820 ADA Clients requested a trip for this date.

1,771 Demand Rides 60.6% of Total Rides.

896 Subscription Rides 30.6% of Total Rides.

257 Will Call Returns 8.8% of Total Rides

3. **Sunday Only** ADA Rides Performed for 07/01/2003 through 06/30/2004
Displayed by Time of Day.

Rides before 8 AM:	91 Trips
Rides between 8 AM and 9 AM:	239 Trips
Rides between 9 AM and 10 AM:	310 Trips
Rides between 10 AM and 11 AM:	353 Trips
Rides between 11 AM and 12 Noon:	300 Trips
Rides between 12 Noon and 1 PM:	260 Trips
Rides between 1 PM and 2 PM:	251 Trips
Rides between 2 PM and 3 PM:	331 Trips
Rides between 3 PM and 4 PM:	260 Trips
Rides between 4 PM and 5 PM:	139 Trips
Rides between 5 PM and 6 PM:	93 Trips
Rides between 6 PM and 7 PM:	66 Trips
Rides between 7 PM and 10 PM:	53 Trips
All rides after 10 PM:	43 Trips

Total number of eligible riders: 2,789

Personal care attendants: 341

Guest and Companions: 268

786 ADA Clients requested a trip for this date.

1,729 Demand Rides 62.0% of Total Rides.

851 Subscription Rides 30.5% of Total Rides.

209 Will Call Returns 7.5% of Total Rides

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

District RFP No. 04-07

**Request for Proposals
For Paratransit Services**

ATTACHMENT 5

LIST OF DISTRICT OWNED PARATRANSIT VEHICLES



**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
PARATRANSIT VEHICLE LISTING**

8/26/2004

Vehicle #	Manufacturer	Model	Year	VIN	License #
104	CHEVROLET	VENTURE	2001	1GNDX03E71D157031	E-1060819
105	CHEVROLET	VENTURE	2001	1GNDX03E61D156713	E-1060820
106	CHEVROLET	VENTURE	2001	1GNDX03E11D157316	E-1060818
107	CHEVROLET	VENTURE	2001	1GNDX03E31D158077	E-1060822
108	CHEVROLET	VENTURE	2001	1GNDX03E31D162095	E-1060821
109	CHEVROLET	VENTURE	2001	1GNDX03EX1D160120	E-1060825
110	CHEVROLET	VENTURE	2001	1GNDX03E11D157428	E-1100004
205	CHEVROLET	VENTURE	2002	1GNDX03E62D158429	E-1120726
206	CHEVROLET	VENTURE	2002	1GNDX03E22D155107	E-1120725
207	CHEVROLET	VENTURE	2002	1GNDX03E32D155195	E-1101687
208	CHEVROLET	VENTURE	2002	1GNDX03E72D155667	E-1101688
209	CHEVROLET	VENTURE	2002	1GNDX03E42D156016	E-1146494
305	CHEVROLET	VENTURE	2003	1GBDX23E13D263860	E-1150932
306	CHEVROLET	VENTURE	2003	1GBDX23E93D266425	E-1150996
307	CHEVROLET	VENTURE	2003	1GBDX23E63D266169	E-1150926
308	CHEVROLET	VENTURE	2003	1GBDX23E73D266505	E-1150925
309	CHEVROLET	VENTURE	2003	1GBDX23E83D263595	E-1150993
310	CHEVROLET	VENTURE	2003	1GBDX23E13D265592	E-1163039
311	CHEVROLET	VENTURE	2003	1GBDX23E43D267367	E-1150995
312	CHEVROLET	VENTURE	2003	1GBDX23E63D264812	E-1150923
313	CHEVROLET	VENTURE	2003	1GBDX23E33D266713	E-1150924
314	CHEVROLET	VENTURE	2003	1GBDX23E83D263872	E-1150992
315	CHEVROLET	VENTURE	2003	1GBDX23E33D264556	E-1150991
316	CHEVROLET	VENTURE	2003	1GBDX23E93D265470	E-1163040
317	CHEVROLET	VENTURE	2003	1GBDX23EX3D263288	E-1163038
318	CHEVROLET	VENTURE	2003	1GBD23XE53D263845	E-1163037
319	CHEVROLET	VENTURE	2003	1GBDX23E33D265786	E-1150994
320	CHEVROLET	VENTURE	2003	1GBDX23E03D263848	E-1150933
321	CHEVROLET	VENTURE	2003	1GBDX23E83D264830	E-1150930
2401	FORD/GOSHEN	GCII	2003	1FDXE45S43HB85219	
2402	FORD/GOSHEN	GCII	2003	1FDXE45S23HB85221	
2403	FORD/GOSHEN	GCII	2003	1FDXE45S63HB85240	

Part II

GENERAL INFORMATION FORM
SUPPLEMENTAL PARATRANSIT SERVICES 04-07

(To be completed by the offeror and placed at the front of your proposal)

Santa Cruz Transportation, LLC
Legal name of Firm

9-14-04
Date

2964 Soquel Ave., Santa Cruz, CA 95062
Firm's Address

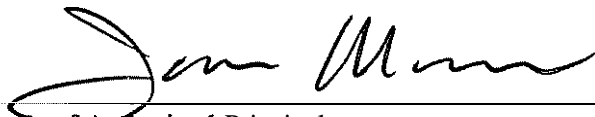
(831) 423-1234
Telephone Number

(831) 465-6519
FAX Number

LLC Partnership
Type of Organization (Partnership, Corporation, etc.)

20-0984187
Tax ID Number

Offeror understands and agrees that, by his/her signature, if awarded the contract for the project, he/she is entering into a contract with the District that incorporates the terms and conditions of the entire Request for Proposals package, including the General Conditions section of the Request for Proposals. Offeror understands that this proposal constitutes a firm offer to the District that cannot be withdrawn for ninety (90) calendar days from the dates of the deadline for receipt of proposals. If awarded the contract, offeror agrees to deliver to the District the required insurance certificates within ten (ten) calendar days of the Notice of Award.



Signature of Authorized Principal

James Monroe: Owner
Name of Principal-in-charge and Title

James Monroe: Owner
Name of Project Manager and Title

James Monroe. Owner: e-mail: jmonroe1@sbcglobal.net (831) 423-1234
Name, Title, Email Address and Phone Number of Person to Whom Correspondence Should be Directed

P.O. Box 3328. Santa Cruz. CA 95063-3328
Addresses Where Correspondences Should be Sent

All Areas as described in the SCMTD RFP and the SCT Proposal
Areas of Responsibility of Prime Contractor

Listing of major sub consultants proposed (if applicable), their phone numbers, and areas of responsibility (indicate which firms are DBE's):

<u>Company</u>	<u>Phone number</u>	<u>Responsibility</u>
DOS Amigos Auto Repair	(831) 464-1205	Vehicle Maintenance
North Bay Ford	(831) 457-5859	Vehicle Maintenance (warranty work)
Holser's Tire Service	(831) 475-2893	Tire repair and replacement
USIS Commercial Services	(800) 288-8504	Drug & Alcohol Testing

Santa Cruz Transportation, LLC, anticipates providing all services directly other than the contracted services listed above,. In no case will any other agency be providing direct service to any client, neither by conversation nor in the form of transport Any revisions that would result in client contacts through a subcontractor would be thoroughly discussed with SCMTD and agreed upon in writing prior to implementation.

Santa Cruz Transportation, LLC, is not aware of DBE status for any of these contractors

COST PROPOSAL

Dedicated Service Hour Rate (METRO Vehicles)

Rates for 4 hour dedicated vehicles provided by SCMTD will be \$42 per hour at the onset of this contract.

Dedicated service hour vehicle rates will be increased by 5% (to address anticipated inflation, fuel increases, etc.) at each one-year anniversary of this contract.

Dedicated Service Hour Rate (Non-Metro Vehicles)

Rates for 4 hour dedicated vehicles provided by Santa Cruz Transportation LLC will be \$52 per hour at the onset of this contract.

Dedicated service hour vehicle rates will be increased by 5% (to address anticipated inflation, fuel increases, etc.) at each one-year anniversary of this contract.

Single Ride Metered Rate

The cost for single rides will be the metered taxi rate, plus \$3.00, as set by the City of Santa Cruz and other north Santa Cruz County cities. Metered rides will be subject to vehicle availability.

The current metered rate is \$3.00 per flag drop (pickup), plus \$2.25 per mile, broken down into 1/9-mile increments.

For example, a passenger traveling 2.2 miles would be charged \$11.00 (\$3.00 for the flag drop; \$3.00 ADA charge; \$4.50 for two miles at \$2.2~ each; and \$0.50 for each increment of 1/9 of a mile).

Metered rates for cities in North Santa Cruz County are less than those in the City of Watsonville.

Metered rates start at the time the passenger boards the vehicle, and ends at the passenger's disembarkment.

Santa Cruz Transportation takes complaints very seriously. We believe that without a method to not only respond to complaints, but to receive them, we can't learn how to improve our services" All ADA complaints will be duly recorded, and SCT management staff will review each complaint individually for appropriate corrective action. All complaints will be forwarded to SCMTD within the guidelines required by this contract. Complaints received from SCMTD will be responded to within 48 hours. In the event additional investigation is needed beyond what is reasonably possible within 48 hours, SCT will inform SCMTD of the need to gather additional information, and will report it promptly upon resolution" In no case will SCT fail to provide complaint feedback in less than the required time.

All paratransit services will be provided in a manner that meets Metro's adopted service standards in a safe, reliable, cost-effective manner, utilizing clean vehicles and customer-friendly personnel.

All drivers will operate in compliance with attachments 1 and 2 of the RFP. Assistance to all passengers will be provided, unless refused by the passenger"

SCT's Drug and Alcohol Policy is included as **attachment # 1** of this proposal" All components of this policy will be strictly enforced. USIS Commercial Services will act as SCT's contracted Drug and Alcohol testing agent. All U.S. DOT and METRO requirements will be met.

Safety and Training

Passenger safety is at the forefront of any ride provided by Santa Cruz Transportation. Perhaps the first line of safety is the vehicles themselves. Our comprehensive preventative maintenance program insures that our vehicles are mechanically sound. Each driver performs a daily vehicle inspection to insure all vehicles are safe to operate between scheduled maintenance. Radio dispatch provides additional safety in the event of unforeseen problems during a trip.

Driver training and experience is the most important aspect of passenger safety in any transportation system, and Santa Cruz Transportation goes to great lengths to ensure drivers are properly prepared for the challenges they face on a daily basis.

Driver training starts with the actual screening of applicants. The SCT Operations Director uses her years of experience to assess the applicant's ability to meet the challenges of the road. If the driver passes this initial review, they are forwarded to a second interview, conducted by owner James Monroe. Pre-employment drug and alcohol screening must be passed before a position is formally offered. Finally,

driver references are checked with former employers, and a DMV printout is required to insure the applicant has a clean driving record.

Once selected, the new candidate is given an orientation session (including fares, paperwork, radio operation, mechanical inspection, etc.) by either (or both) owner James Monroe or Operations Manager Robyn Brown. Following the orientation, drivers continue their training through the use of Smith Systems interactive computer CD's, which are also used for ongoing training sessions. A few of the major topics covered in this initial course include:

- What are the key reasons for traffic collisions?
- How to identify potential problems early.
- What is the proper following distance and why?
- How to more effectively isolate your vehicle in traffic.
- How to avoid the rear-end collision.
- Ways to reduce the threat of the “other driver” (defensive driving).

To insure involvement, students are required to respond to questions throughout the learning experience. Once the course is completed, each learner then takes a 24-question test to measure understanding and retention., The results are stored in a database that is available to management anytime, anywhere.

Drivers of sedans are then put into active, hands-on training, riding with an experienced driver to learn the ropes of being a taxi operator” Following this exercise, the driver then reverses roles, driving the vehicle under the tutelage of an experienced driver. At the end of each partnered shift, the trainee reports any remaining questions to the office. New hires are closely monitored by dispatch staff to resolve any potential training challenges.

Drivers of wheelchair-equipped vehicles receive additional training to those of metered sedans. The importance of learning proper procedures for wheelchair securement is highly emphasized. Owner James Monroe personally trains drivers in these skills. Ride-alongs occur in a manner similar to those of sedan drivers, with wheelchair securement again highlighted.

Each driver, regardless of vehicle design, is taught the essentials of quality customer service, with a special focus on proper techniques in assisting those with physical or mental challenges such as frailty, dementia, visual impairment, hearing loss, or speech impediments”

All drivers operating records are inspected daily by office staff, and corrections to mistakes are addressed prior to the beginning of the driver’s next shift.

The use of the interactive CD's facilitates ongoing training in a manner that fits the 24/7 operation of a taxi company. Rather than attempting the impossible task of scheduling extra drivers to cover shifts at all hours of the day and days of the week, the use of interactive CD's allows for easy scheduling of continuous driver training. Each driver can take and complete their training course at a time that guarantees their participation. Consequently, drivers don't "slip through the cracks" and miss refresher training courses.

Customized training is provided to any driver who is struggling with a particular aspect of service, based on feedback from dispatchers, other drivers, or customers. Depending on the nature of the feedback, this training is provided by the SCT staff deemed most appropriate to provide the information (e.g., owner James Monroe for basics; Operations Director Robyn Brown for radio usage, etc.).

Dispatch training is overseen by Dispatch Trainer David Dunn and Operations Director Robyn Brown. Using a hands-on, side-by-side format, dispatchers are trained in much the same style as drivers" Call taking, use of computerized dispatching system, emergency procedures, emergency contacts, maintenance contacts, vendor phone numbers, daily log in and log out procedures, etc., are all explained and reviewed as part of the new dispatcher's training package.

Recruitment for all employees follows standard practices of placing advertisements in local newspapers and computerized list servers such as the Santa Cruz Sentinel, Craig's List, and Santa Cruz Jobs.com.

Dispatch and other office staff are often gleaned from the existing fleet of drivers. Drivers who demonstrate office abilities and proficiency in completing paperwork and operating the radio in their vehicles are noted, and approached to see if they have an interest in learning dispatch skills, often starting as backups to existing staff. In no case are new hires assigned to solo duty until both the new hire and their supervisor are confident in the trainee's ability to complete their tasks safely and efficiently.

During all operations, the owner operators are available by cell phone, if not physically present in the office. All staff is encouraged to contact the owners in the occurrence of emergencies or any issue they feel additional assistance is needed for.

All training incorporates the detail necessary to provide staff the skills needed to adequately fulfill the responsibilities associated with the provision of supplemental paratransit services as described in the METRO RFP. Training will consist of all requirements mentioned in this proposal, in addition to the requirements in Attachment 2 of the RFP that apply to the work assigned to SCT.

None of the service provided under this contract will be delivered through the use of subcontractors unless agreed to by SCMTD in advance of the subcontracting. No use of subcontractors is anticipated at the time of this submission”

SCT assures compliance with the management, reporting, testing, insurance, and safety requirements of this RFP and its various attachments by the submission of this proposal. Certificates of Insurance naming SCMTD as an additional insured will be provided with the execution of the contact.

Facilities and Equipment

Santa Cruz Transportation offices are housed at 2964 Soquel Ave., Suite C, conveniently located in the middle of our service area. The site’s close proximity to Highway One serves as an ideal starting point for our drivers, allowing minimal “dead-head” time to their fist pickup of the day.

Santa Cruz Transportation occupies 990 sq. feet of professional office space, in which our dispatch and scheduling operations are centered. Smaller offices within this space are used for our business and reporting functions, including our bookkeeper and all staffworking on reports related to this proposal.

Portable buildings adjacent to the main office provide another 660 sq. feet of office space, currently being used as storage.

The location has a gated entrance, insuring safety of the vehicles parked on the site, and security for employees” Parking is available for thirty Santa Cruz Transportation vehicles. SCMTD ParaCruz vehicles provided in this proposal would be stored on-site when not in operation”

Santa Cruz Transportation operates a multi-line phone system; insuring clients don’t receive busy signals when contacting our offices. We use Mobile Knowledge/CanTech computerized scheduling software, one of the standards for the taxi industry. Four workstations are linked together through our Local Area Network. Our Dispatch 1 Station is the hub of the operation; supported by call taker stations 1, 2, & 3. Each station has Caller ID and TAP1 integration for call history. Call history is automatically recorded on the computer system.

Our contracted automotive maintenance agency, DOS Amigos Auto Repair, is conveniently housed in the same commercial buildings as our own operation” Consequently, fleet maintenance and repair is not only convenient, but also timely. Drivers and management are not burdened with lost time in transporting vehicles

to a repair shop and needing shuttles back to the office, and follow-up conversations regarding repair work are easily facilitated.

SCT's fleet of vehicles is listed in **Attachment #2**. The fleet includes adequate backup vehicles to comply with the requirements of the RFP. For dedicated vehicles, we request the use of four (4) SCMTD-owned ParaCruz minivans, three for dedicated service, and one to provide the required level of wheelchair accessible backups.

SCT plans on operating its current fleet in ADA ParaCruz service until the vehicles exceed the allowed age limits. SCT is anticipating replacing these older vehicles in the coming year, depending on level of usage. Reductions in rides assigned to SCT may eliminate the need for the purchase of replacement vehicles; again, depending on how many ParaCruz vehicles are provided.

SCT's vehicle maintenance system will follow the guidelines outlined in the SCMTD RFP. Copies of the vehicle maintenance forms to be used are included as **attachment #3**.

Dispatch System

All SCT vehicles are radio dispatched. Dispatchers are on duty 24 hours per day, 7 days per week, 365 days per year. Owners are available via cell phone at all times. As described elsewhere in this proposal, rides assigned to dedicated vehicles will operate using the manifest provided by SCMTD. Other rides will be scheduled and dispatched by the most effective means available, as determined by the SCT dispatcher on duty. In no case shall the ride times, pickups, equipment or drivers utilized be inconsistent with the requirements of this contract.

Each trip is tracked in SCT's computerized dispatch system. Drivers confirm the completion of their trip with SCT dispatch via radio, informing the dispatcher of their present location and availability for additional assignments.

Service Startup

Santa Cruz Transportation has been providing ADA Paratransit services since the onset of the program in 1992.

Prior to the beginning of ADA Paratransit services, Santa Cruz Transportation provided wheelchair accessible service to the community directly and through contracts with Food & Nutrition Services, beginning in 1982.

Our extensive experience in this field makes service start up an easy challenge to face. Once the contract is awarded, we anticipate key staff meeting with SCMTD to review the contents of the contract, with an emphasis on reporting documentation. Our belief is that the vast majority, if not all, of these reports are items we are already tracking for our current ADA Paratransit services.

No additional start up costs are needed. Our operation is ready to run at the time of this proposal.

Service Eligibility and Service Area

Santa Cruz Transportation operates metered taxi vehicles throughout the incorporated cities of Santa Cruz, Capitola, and Scotts Valley, as well as the unincorporated area of the County of Santa Cruz To insure rapid response to calls, we strategically position our vehicles throughout this region during all hours of our operations. Naturally, vehicles have to be sent to the destination our passenger's request, but our dispatchers constantly attempt to balance these ride requests with each subsequent service call.

Contracted service utilizing nonmetered vehicles are eligible for operation anywhere within our county and beyond.

When possible, passengers who are identified as monolingual Spanish speakers will be assigned to taxi drivers who speak Spanish as well as English. Unfortunately, it is not possible for our agency to hire 100% bilingual English-Spanish drivers, or drivers fluent in American Sign Language, etc. Currently, approximately 30% of SCT drivers speak function Spanish. When communication difficulties arise that compromise the safety of the transport, drivers are trained to contact the dispatcher for further assistance. In scenarios where radio communication can't resolve the issue, Santa Cruz Transportation is prepared to send support staff to meet the vehicle to resolve the challenge. Owner James Monroe is available to use his Spanish Speaking abilities in those rare instances when bilingual drivers and dispatchers are unavailable.

Our training for new hires is outlined in detail elsewhere in this proposal, but transporting and communicating with mobility impaired passengers and limited-speaking passengers is an essential component of this training. Drivers operating dedicated ParaCruz vehicles receive additional training in this area (as described under training). Ongoing training components insure drivers are "refreshed" on items of importance.

Data, Records, and Reports

Besides submitting monthly billings as described in the RFP, SCT shall track daily records of trips performed by the end of the following business day at 5 p.m. This report will include scheduled pick up time; negotiated pick up time (should there be any negotiated changes), actual pickup time; estimated pick-up time (should it differ from scheduled or negotiated pick up time); appointment time (provided SCMTD has provided this information); actual drop-off time; total number of riders, companions, PCA's; no-shows, and cancellations. Under the operating parameters described, it is expected that cancellation calls will be received by SCMTD and forwarded to SCT. However, such cancellations shall be noted. Driver trip logs for dedicated vehicles shall be provided. Legal requirements prohibit SCT from providing driver trip logs for vehicles transporting non-SCMTD clients.

Accidents shall be reported by the end of the business day on which they occur, provided SCMTD staff are present to receive such reports. In the absence of SCMTD staff, accident reports shall be submitted within three hours of the start of SCMTD staff hours, unless another earlier time can be negotiated and agreed to by SCMTD.

Driver and vehicle lists shall be updated monthly.

Total ParaCruz vehicle revenue hours, revenue miles, and peak number of vehicles used in service shall be reported monthly.

MANAGEMENT PROPOSAL**Experience**

Santa Cruz Transportation has been providing demand response services in Santa Cruz County since 1948. The company was originally started by Joseph Bosso, and has remained in the Bosso family until it was purchased by James Monroe and Alex Danganan on May 13, 2004.

Santa Cruz Transportation has been a leader in wheelchair accessible taxi service and public-private partnerships for years. SCT was one of the first taxi companies in the nation to put a wheelchair accessible minivan into regular metered service, beginning in the 1980's. The original "Handy-Cab" provided private pay trips and contracted service to Santa Cruz County's mobile disabled population for many years, logging over 350,000 miles on the original vehicle. The Handy-Cab proved to the community and the nation that such vehicles are not only beneficial to its

riders, but are also economically viable. Indeed, the original Handy-Cab was the prototype for the minivans currently owned by SCMTD.

James Monroe has been a long time employee of the Bosso family prior to his purchase of the company, making for a smooth transition of ownership. Mr. Monroe's sixteen years of experience with the company in a variety of capacities has made the ownership transition seamless. He is committed to improving the operation, having seen both the strengths and weaknesses of the operation from the perspective of someone on the inside of the operation.

Organization

Resumes of key personnel, along with an organization chart, are included as **attachments #4 & #5. Attachment #6** is a full listing of SCT drivers.

It is impossible to list the percent of time each individual will spend exclusively on this contract, as the RFP does not quantify the amount of service to be contracted. However, the proposal implies ADA ridership levels will be less than that of the current operations" No reduction of SCT office staff is anticipated, despite the reduction of contracted rides. We are committed to fully supporting the ADA/SCMTD component of our operations adequately. Should ridership actually increase beyond current levels, we would expand the hours of our office staff to comply with the additional reporting requirements.

Proposer References

References from current customers are included as **attachment #7** to this proposal.

Attachment # 1

Drwg and Alcohol Testing Policy

Santa Cruz Transportation, LLC
Drug & Alcohol Testing Policy

POLICY

It is the policy that Santa Cruz Transportation, LLC is a workplace free from the effects of drug and alcohol abuse. This policy is enforced in order to insure the safe and efficient operation of its transportation system for its passengers, and to provide a safe work environment for its employees. This policy is also to avoid the dangers arising from substance abuse in the workplace. These dangers include death and injury to the employee, co-workers and the public resulting from accidents, dereliction of duty, poor judgment and carelessness. Substance abuse also results in lost productivity, reduced efficiency and increased absenteeism by the substance abuser and interferes with the job performance of employees who do not use illegal or unauthorized substances.

No employee of Santa Cruz Transportation, LLC shall: (1) use, possess or be under the influence of drugs or other mind-altering substances; or (2) use or possess a container of alcohol or be under the influence to any extent that would impede the employee's ability to perform his or her duties safely and effectively. Furthermore, employees shall not perform duties which, because of drugs or medication taken under a legal prescription or non-prescription, cannot be performed without posing a threat to the health or safety of the employee or others.

Santa Cruz Transportation, LLC is committed to providing safe, reliable and efficient transportation services to the public and a safe, healthy and productive work environment for its employees. In order to meet these goals the policy of Santa Cruz Transportation, LLC is to:

- a. Create a work environment free from the adverse effects of drug and alcohol misuse;
- b. Encourage employees to seek professional assistance when personal problems, including alcohol or drug dependency adversely affect their ability to perform their duties in a safe, productive and courteous manner;
- c. Ensure that employees do not report to work with alcohol or drugs in their systems;
- d. Prohibit the illegal use, possession, manufacture, sale or distribution of controlled substances by its employees;
- e. Ensure that the reputation of Santa Cruz Transportation, LLC and its employees is as responsible citizens worthy of public trust;
- f. Provide guidelines and outline responsibilities for the testing of employees and employment candidates to determine drug abuse and alcohol misuse; and
- g. Implement programs that are designed to help prevent accidents, injuries and fatalities resulting from the misuse of alcohol and use of drugs by employees who perform safety sensitive functions.

Each full-time and part-time safety-sensitive employee shall receive a copy of this Policy and is responsible for reading, understanding and adhering to this Policy.

Santa Cruz Transportation, LLC
Drug & Alcohol Testing Policy

TESTING

Safety-sensitive employees will be subject to urine drug testing and breath alcohol testing in accordance with the Federal Transit Administration (FTA) Regulations (49 CFR Parts 40 and 655 with applicable amendments) that mandate urine drug testing and breath-alcohol testing for safety-sensitive employees and the Department of Transportation (DOT) standards for the collection and testing of urine and breath specimens” All drug and alcohol testing as required by this policy is mandated by the FTA Regulations and shall be in compliance with all Federal and State laws and regulations.

As required by the FTA regulations, the drugs or classes of drugs to be tested for are:

- a. Marijuana
- b. Cocaine
- c. Opiates
- d. Amphetamines
- e. Phencyclidine

Employees are prohibited from consuming the above drugs at all times.

Employees shall submit to a urine test for the detection of drugs under the following circumstances:

- a. Pre-employment/Transfer to a safety sensitive position for the first time/ Return to work after ninety (90) consecutive calendar days
- b. Post accident
- c. Reasonable suspicion
- d. Random
- e. Return to duty /follow-up testing

Employees shall submit to a breath test for the detection of alcohol in the following circumstances:

- a. Transfer to a safety sensitive position for the first time/ Return to work after ninety (90) consecutive calendar days
- b. Post accident
- c. Reasonable suspicion
- d. Random
- e. Return to duty /follow-up testing

An employee is prohibited from using alcohol while performing safety-sensitive functions or at all times if the result is that his/her breath registers a 0.02 or greater when performing safety-sensitive functions.

Santa Cruz Transportation, LLC
Drug & Alcohol Testing Policy

TYPES OF TESTING

Pre-employment/Transfer Testing/Return to work;

- a. Applicants for employment in safety-sensitive positions and employees transferring into safety-sensitive positions shall undergo urine drug testing with a verified negative result prior to employment or transfer.
- b. Applicant or employee seeking a safety-sensitive position shall be informed, prior to testing, that drug tests include those for the detection of marijuana, cocaine, amphetamines, opiates and phencyclidine will be administered This notification shall be in writing and shall inform the applicant/employee that a positive test result shall be the basis for the decision to refuse to make the appointment or transfer as the case may be.
- c. Failure of a drug test will disqualify an applicant/employee for employment/transfer to a safety-sensitive position.
- d. When an employee has not performed a safety-sensitive function for ninety (90) consecutive calendar days, regardless of the reason, and the employee has not been in the random selection pool during that time, the employee shall take a pre-employment drug test with a verified negative result before performing safety-sensitive duties.
- e. Applicants for employment in safety-sensitive positions and employees transferring into safety-sensitive positions shall undergo an alcohol test prior to employment or transfer.
- f. Applicant or employee seeking a safety-sensitive position shall not be allowed to begin performing safety-sensitive functions unless the result of the employee's test indicates an alcohol concentration of less than 0.02.

Reasonable Suspicion Testing

- a. An employee shall be subject to drug and/or alcohol tests when there is a reason to suspect that such employee has used a prohibited drug or has misused alcohol. Reasonable suspicion for testing will be made on the basis of specific, contemporaneous, articulable observations, concerning the appearance, behavior, speech or body odors of the employee. Such observation to be made by a manager/supervisor.

Post Accident Testing

- a. As soon as is practicable following an accident involving the loss of a life, the surviving employee operating the vehicle at the time of the accident shall be tested for drugs and alcohol.
- b. As soon as is practicable following an accident not involving the loss of a life, the employee operating the vehicle at the time of the accident shall be tested for drugs and alcohol unless a manager/supervisor determines that the employee's performance can be completely discounted as a contributing factor to the accident. Such a decision must be documented in detail including the decision making process used to reach the decision not to test the employee.
- c. An employee who leaves the scene of the accident without appropriate authorization prior to submission to drug and alcohol testing will be considered to have refused the tests and will be subject to employment discharge.

Santa Cruz Transportation, LLC
Drug & Alcohol Testing Policy

- d. In compliance with FTA requirements alcohol testing shall be administered as soon as is practicable after the accident. If the alcohol test is not administered within two (2) hours of the accident, the responsible manager/supervisor shall prepare a written report stating the reason the test was not promptly administered. All attempts to administer an alcohol test shall cease after eight (8) hours and all attempts to administer a drug test shall cease after thirty-two (32) hours following the accident and shall be documented in the same manner with a Written report.
- e. Following an accident based test an employee shall not be allowed to perform safety-sensitive functions until the results of the test are known.
- f. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a safety-sensitive employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

RANDOM TESTING

- a. A safety-sensitive employee will be subject to random unannounced testing for drugs and alcohol.
- b. A safety-sensitive employee shall be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just prior to the performance of safety-sensitive functions; or just after the employee has ceased performing such function. An employee may be randomly tested for prohibited drug use anytime while on duty.



Drug & Alcohol Testing Program

Services

DOT-Compliance Drug & Alcohol Testing Program:

- Meets all DOT requirements for a drug and alcohol testing program
- Includes pre-employment, random, post-accident, reasonable suspicion, return-to-duty and follow-up testing
- Full DOT Compliance Training Program

SAMHSA-Certified Laboratories:

- Nationwide network of leading labs that are SAMHSA-certified (formerly NIDA)
- Follow till DOT guidelines for last analysis, which are continuously evaluated in order to retain SAMHSA certification
- Maintain superior quality of standards and service
- Provide quarterly statistical reports

Certified Medical Review Officer:

- Exclusively provides MRO services of drug detection and determination

Random Selection Program:

- Evaluated by a professional statistical consultant
- Annual re-evaluation to ensure statistical validity and confirm that the program meets the annual percentages required for drug and alcohol testing
- Simultaneous drug and alcohol selections save time and money
- Optional national random pool of 36,000+ drivers

24-hour Emergency/Post-Accident Assistance:

- Access via toll-free number 24-hours a day, 365 days a year
- Client service representative helps determine whether testing is required
- Set-up collection and alcohol testing appointment and dispatch a mobile testing unit if necessary
- Set-up of drug and alcohol tests as needed

Testing Supplies:

- Split specimen bottles
- Pre-printed federal chain-of-custody forms
- Overnight shipping supplies

Collection and Alcohol Testing Sites:

- More than 3,500 collection and alcohol testing sites available throughout the United States
- Toll-free referrals to collection and alcohol testing site in your area

Attachment # 2

Vehicle Fleet

'Description of Vehicles

Vendor	Van #	Year	Make	Model	License #	VIN Number	W/C	AMB	VGW	LENGTH	COLOR	Insignia
SCT	101	2000	Ford	Windstar	7G58414	2FMZA5243YBA11436	0	4	4380	17' 7"	Yellow	Yellow Cab Co.
SCT	102	2000	Ford	Windstar	7G58415	2FMZA5247YBA31852	0	4	4380	17' 7"	Yellow	Yellow Cab Co.
SCT	103	1997	Dodge	Caravan	5P50706	1B4GP44R8VB478704	2	3	4380	17' 7"	Yellow	Yellow Cab Co.
SCT	106	1997	Dodge	Caravan	6X54431	2B4GP44RXVR35474	2	3	4380	17' 7"	Yellow	Yellow Cab Co.
SCT	107	1997	Dodge	Caravan	6X54364	1B4GP44R1VB410907	2	3	4380	17' 7"	Yellow	Yellow Cab Co.
SCT	108	1997	Dodge	Caravan	6X54363	1B4GP44R3VB410908	2	3	4380	17' 7"	Yellow	Yellow Cab Co.
SCT	109	2000	Ford	Crown Vic	6Y15416	2FAFP71W6YX104755	0	4	3900	212"	Yellow	Yellow Cab Co.
SCT	110	1996	Ford	Crown Vic	7F85767	2FALP71W5TX174565	0	4	3760	18'	Yellow	Yellow Cab Co.
SCT	112	1993	Mercury	Grand Marquis	6A20191	2MELM74W8PX634840	0	4	3820	18'	Yellow	Yellow Cab Co.
SCT	114	1996	Ford	Crown Vic	6H25241	2FALP74WLTX200199	0	4	3760	18'	Yellow	Yellow Cab Co.
SCT	115	1996	Ford	Crown Vic	6D95617	2FALP73W4TX172772	0	4	3800	18'	Yellow	Yellow Cab Co.
SCT	118	1990	Dodge	Caravan	5x49024	1B4GK44R7LX274202	0	5	3360	17' 7"	Yellow	Yellow Cab Co.
SCT	119	1996	Mercury	Marquis	6V90049	2MELM74W8TX655360	0	4	3760	18"	Yellow	Yellow Cab Co.
SCT	120	1997	Ford	Crown Vic	6214187	2FALP71W7VX201252	0	4	3780	18'	Yellow	Yellow Cab Co.
SCT	122	1993	Ford	Crown Vic	6M46320	2FACP71W6PX196595	0	4	3980	18"	Yellow	Yellow Cab Co.
SCT	123	1996	Ford	Crown Vic	6U05309	2FALP71W2TX172028	0	4	3960	18'	Yellow	Yellow Cab Co.
SCT	124	1995	Ford	Crown Vic	6X51670	2FALP74W7SX192978	0	4	3880	18'	Yellow	Yellow Cab Co.
SCT	125	1998	Ford	Crown Vic	W558503	2FAFP71W3WX138567	0	4	3960	17' 7"	Yellow	Yellow Cab Co.
SCT	126	1992	Ford	Crown Vic	6V90008	2FACP72W9NX236633	0	4	3980	18'	Yellow	Yellow Cab Co.
SCT	127	1997	Ford	Crown Vic	7E05181	2FALP71W5VX201234	0	4	3960	18'	Yellow	Yellow Cab Co.
SCT	129	1993	Ford	Crown Vic	5S20033	2FACP71W5PX170148	0	4	3980	18'	Yellow	Yellow Cab Co.
SCT	133	2000	Ford	Crown Vic	7B25476	2FAFP71W4YX172097	0	4	3900	212"	Yellow	Yellow Cab Co.
SCT	134	1996	Ford	Crown Vic	6M46310	2FALP71W7TX173837	0	4	3940	212"	Yellow	Yellow Cab Co.

Attachment # 3

Vehicle Maintenance Inspection Forms

Daily Vehicle Inspection Form

DRIVERS REQUEST FOR VEHICLE REPAIRS

VEHICLE NO. _____ DATE _____

(Check Defective Condition)

- | | | |
|--|---|---|
| <input type="checkbox"/> BATTERY / WATER | <input type="checkbox"/> HEATER & DEFROSTER | <input type="checkbox"/> STEERING |
| <input type="checkbox"/> BRAKES | <input type="checkbox"/> HORN | <input type="checkbox"/> TIRES |
| <input type="checkbox"/> ENGINE OIL | <input type="checkbox"/> INSTRUMENTS | <input type="checkbox"/> WHEELS |
| <input type="checkbox"/> DIRECTIONAL SIGNALS | <input type="checkbox"/> LIGHTS & REFLECTIONS | <input type="checkbox"/> TRANSMISSION |
| <input type="checkbox"/> ENGINE PERFORMANCE | <input type="checkbox"/> MIRROR | <input type="checkbox"/> WINDSHIELD WIPER |
| <input type="checkbox"/> METER | <input type="checkbox"/> MUFFLER & EXHAUST | <input type="checkbox"/> WINDSHIELD FLUID |
| <input type="checkbox"/> GENERATOR & STARTER | <input type="checkbox"/> RADIATOR & WATER | |

Remarks

Exterior Damage

Interior Damage

Signed _____
(Driver)

MECHANIC'S REPORT REPAIRS MADE

Date _____ Mechanic _____ Hrs. _____

Parts used

Parts ordered / Where?

Santa Cruz Transportation LLC

Monthly Vehicle Maintenance & Repair Checklist

Vehicle Registration Number

Vehicle Number

Vehicle Mileage

Date Removed from Service

Date Returned

- OK
- Adjustment made
- Needs attention

Prepare for inspection

- Check driver's report
- Wash vehicle
- Review maintenance history

Start up and drive; check operation of:

- Starting
- Service brake
- Horn
- Parking brake
- Transmission
- Speedometer

Remain in vehicle; check operation of:

- Fuel gauge
- Battery charging gauge
- Steering wheel free play
- Headlights high indicator
- Turn signal indicators
- interior lights
- Heater and defroster
- All window glass
- Seats
- Oil gauge
- Windshield wipers and washer
- Registration
- Headlights low
- 4-way flasher indicator
- Instrument panel lights
- Air conditioner
- Doors
- Safety equipment

Outside inspection; check:

- Hood
- All lights
- Outside mirrors
- Front end, king pins, wheel bearings, tie rod ends
- Bumper, body damage

- Fuel cap
- Tires (check wear, cracks)
- Record pressure
_____ lbs. per sq. inch

Under chassis:

- Engine and transmission mounting bolts; check and adjust
- Transmission; check gear oil level
- Exhaust, muffler and tail pipe hangers; tighten if loose
- Differential: check for leaks
- Springs, shackles, U-bolts; check for cracks or rust, tighten
- Body mounting bolts; check and adjust
- Transmission; check cover bell and seal areas for leaks
- Differential; check gear oil level and clean breather
- Brakes; adjust if needed

Under hood; check:

- Air compressor; mounting and belt tension
- Power steering hoses and oil level
- C/case breather; clean/change exhaust system, tighten
- Change oil filter
- Correct fuel leaks
- Pressure check radiator
- Check and adjust hoses
- Check water level in battery
- Alternator; belt tension, terminals, check and lube
- Lubricate all fittings
- Lube steering gear and shaft
- Throttle linkage
- Water pump and fan belt
- Lube water pump and fan hub
- Change air filter
- Change engine oil
- Change fuel filter
- Check radiator level
- Clean radiator front
- Antifreeze protected _____ degrees
- Clean battery cables
- Fill master cylinder

Drive off and park:



Check level of engine oil



Record all pertinent information in vehicle records



Check hood latch

Additional Mechanic Notes:

Mechanic Signature

Santa Cruz Transportation LLC

3,000 Mile Vehicle Maintenance & Repair Checklist

Vehicle Registration Number

Vehicle Number

Vehicle Mileage

Date Removed from Service

Date Returned

- OK
- Adjustment made
- Needs attention
- Test drive vehicle
- Change oil and filter
- Check lube level, rear end and transmission
- Lube chassis
- Lube throttle linkage
- Check fluid levels: battery, radiator and windshield washer
- Check fluid levels: master cylinder and power steering
- Inspect upper and lower control arms and bushings
- Inspect all drive belts and alternator belt and bracket
- Visually inspect all brakes
- Adjust air in tires
- Inspect and test all interior lights, exterior lights, high and low beams
- Visually inspect general vehicle condition

Santa Cruz Transportation LLC

3,000 Mile Lift Maintenance & Repair Checklist

- 1 Inspect all lift hinges
- Inspect for hydraulic fluid and loose fittings
- cl** Inspect wiring connections
- 1 Check hydraulic fluid level
- Inspect stress points for wear, lip hinge and lock, platform hinges, floor and upper anchor bolts, and cable tension (if used)
- inspect raise and lower speed of lift; adjust if necessary
- Inspect general condition of entire lift
- Inspect control cord and toggle/switch

Additional Comments

Mechanic Signature

Santa Cruz Transportation LLC

12,000 Mile Vehicle Maintenance & Repair Checklist





Vehicle Registration Number

Vehicle Number

Vehicle Mileage

Date Removed from Service

Date Returned

- OK
- Adjustment made
- cl** Needs attention
- cl** Test drive vehicle
- Change oil and filter
- Replace positive crank case vent valve
- Replace in-line fuel filter
- Replace transmission fluid and gasket
- Replace element in air cleaner
- Complete tune-up: plugs, timing
-  Replace ignition cables
-  Check lube level, rear end and transmission
- Check and tighten body: spring axle, U-bolts and shackles
- Check fluid levels: master cylinder and power steering
-  Inspect all drive belts and alternator belt and bracket
- Inspect complete exhaust system
- Inspect brake and power steering hoses
-  Inspect all ball joints, steering linkage and universal joints

Attachment # 4

Resumés – Key Personnel

James C. Monroe
2615 Willowbrook Lane #83
Aptos, CA 95003
Phone: 831-464-0243
Email: JCM1341@aol.com

OBJECTIVE: My objective is to continue to be a positive force in the safe transportation of private and contract clients to and from appointments in the Santa Cruz County region.

QUALIFICATIONS: After 16 years experience in the taxicab service industry, I have an innate understanding of the clients needs and expectations to receive a level of service that will keep them returning as regular customers.

EDUCATION

1976-1979 Associate of Arts Degree Music: Cabrillo College

EMPLOYMENT

1989-2004 Taxicab *Driver; Owner* Operator, Yellow Cab Co. Other *duties* include Taxicab *dispatch* and radio operation. Office procedures include *accounting* and scheduling.

1975-1991 Musician performing in the San Francisco Bay Area as a *ContraBass Player* and Fender Bass player *with* a *diverse* number of groups, including Don *McCaslin* and Warmth, The Frank *Leal* Quartet, *The Gene Gilbeaux* Orchestra, The Ernie Chavez *Quintet*, and The Friends of Jazz, among other groups.

1970-1973 Airman in The USAF serving of Vandenberg AFB. I was drafted into *the* US Army and *subsequently enlisted* into the USAF for the electronics education.

Alexander Danganan
2220 Juan Pablo Lane
Santa Cruz CA, 95062
Rednaxela1954@aol.com
(831)465-8433

Objective:

Opportunity for continuing growth on the job and career advancement.

Skills and Abilities

- Excellent communication and organization skills
- Proven ability to work both as a team member as also efficiently with minimal supervision
- Exceptional job oriented attitude
- Natural ability to both receive and give instructions
- Personally charged to take greater responsibility and learn new tasks

Education

Saint **Ignatius** Academy (high school), 1963-1968
Manuel L Queson University, 1968-1969

Military

Naval School Center, 1969-1981
- Basic Seaman Course
- Specialization Course Class "A"
- Torpedo Course
- Gyro Compass Maintenance and Repair

Employment

Electrician, 1970-1975
RPS Nueva Ecija (PS-25)

Electrician, 1975-1976
RSP Andres **Bonifaci**(F-7)

Repair Supervisor, 1976-1977
Fleet Repair Office

Maintenance and Repair Group, 1977-1983
Fleet Repair Group

Honorable discharge from the Philippine Navy, September 1983

Shipping/Receiving, 1983-1 987
Plantronics Inc.

Final Tester, 1987-1992
Plantronics Inc.

Headset Tester, 1992-1 999
Plantronics Inc.

Headset Technicians, 1999-present
Plantronics Inc.

Taxi Driver, 1999-2004
Santa Cruz Transportation, LLC

Miscellaneous

- Successful completion of DC Electronics
- Certified in the Principals of Acoustics **and** the Measurements of sound, 1999
- Certified CPR, 2002-**present**

RESUME'

LISA G. WYMAN
443.3 FAIRWAY DR.
Soquel, CA 95073
Phone: (83 1) 325-9971

Summary: The experience I have gained in my banking career qualifies me for a variety of jobs. I look forward to new opportunities and challenges.

Professional Experience:

ADMINISTRATIVE ASSISTANT: 3 years experience
OFFICE ASSISTANT/RECEPTIONIST, 2 years experience
ACCOUNTING CLERK, 2 years experience

Job History:

Job Title: Administrative Assistant

Employer: Coast Commercial Bank, Santa Cruz, CA

Length 3 years

Duties: Assist loan officers as requested with the processing of loan approvals, credit analysis, tax analysis and service of existing loans. Create and generate reports. Assist customers with any loan or account related questions.

Job Title: Documentation Specialist

Employer: Greater Bay Bancorp, Palo Alto, CA

Length: 3 years

Duties: Prepare documents for a variety of loans. Review loan packages for accuracy and completeness; approve funding when all criteria were met and coordinate funding with title company and client.

Job Title: Not Supervisor

Employer: Bay Area Bank, Redwood City, CA

Length: 9 years

Duties: Responsible for reporting and audit functions, certification of general ledger accounts. Perform and train staff in all aspects of loan processing.

Job Title: Receptionist/Payroll Clerk

Employer: Baguette Products, Inc., Redwood City, CA

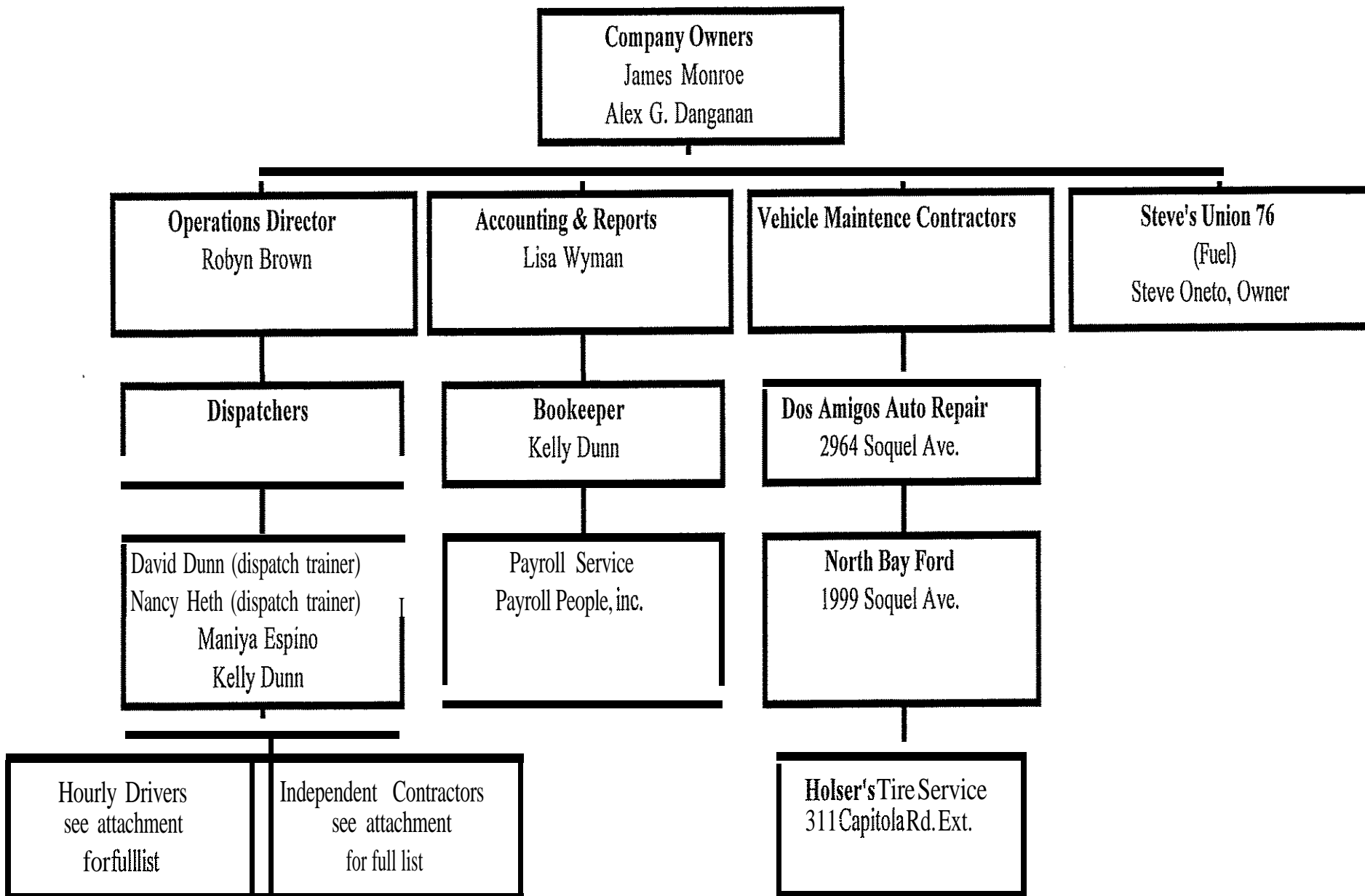
Length: 2 years

Duties: Receptionist for corporate office. Payroll for approximately 200 employees”
Performed general office duties as needed and assisted in accounts receivable.

Attachment # 5

Organization Chart

Santa Cruz Transportation LLC Organization Chart



Attachment # 6

Driver Roster

Name	CDL	CDL EXP	DOB
Adams Dave	A1990058	2/8/2006	2/8/1969
Alimbo Prscio	A6797285	3/12/2009	3/12/1944
Allen Ed	NO307575	2/2/2009	2/2/1955
Bork Ross	PO501221	4/29/2008	4/29/1947
Browning David	U3008781	3/27/2005	3/27/1965
Caliendo Ralph	PO559306	10/1/2008	1 0//1 947
Clouse Tim	C4287842	9/27/2004	9/27/1967
Danganan Alexander	c3333954	2/9/2008	2/9/1950
Doane David	D1719209	7/1/2008	7/1/1973
Gragasin Ron	84006514	5/22/2005	5/22/1973
Haninger Mike	N2532845	7/20/2008	7/20/1956
Jones Leila	C6546332	9/30/2005	9/30/1969
Lewis Eric	A4318333	5/7/2006	5/7/1973
Machado Jim	A0870175	7/2/2009	7/2/1953
Mann Johnny	U5163041	2/3/2006	2/3/1967
Marsh Duane	K0542967	7/19/2009	7/19/1945
Miller Robert	A6485295	3/9/2008	3/9/1952
Mohamed Saleh	D2020491	3/21/2005	3/21/1978
Mohamoud Siyad	C3391363	6/1/2005	6/1/1955
Monroe James	N3017284	10/13/2004	10/13/1951
Peters Jesse	85309143	1/12/2008	1/12/1978
Pons Juan	C7097656	11/29/2008	11/29/1964
Ramos Chris	C4848772	8/31/2004	8/31/1968
Reeves Mike	NO133996	1/19/2008	1/19/1955
Robertson Ian	D2383099	11/14/2008	11/14/1952
Rogers Bob	C6221832	6/27/2007	6/27/1942
Ruiz Enrique	A6484412	6/17/2008	6/17/1959
Speidel Scott	B8700090	5/17/2008	5/17/1976
Toews John	E0569473	5/31/2005	5/31/1954
Tumbleson Robert	CO053942	1/22/2006	1/22/1938
Turner Nicholas	A3401538	12/20/2007	12/20/1971
Vargas Carlos	A1564694	7/9/2005	7/9/1965

Santa Cruz Transportation -Driver Longevity List

YELLOW CAB DRIVERS LIST		
Last name	First	DOH
Adams	Dave	11/5/2002
Allen	Ed	10/09/02
Bork	Ross	07/21/03
Caliendo	Ralph	05/11/99
Clouse	Tim	07/15/99
Danganan	Alexander	07/08/99
Doane	David	01/25/04
Gragasin	Ron	08/18/98
Haninger	Mike	03/10/04
Machado	Jim	12/01/00
Mann	John	07/03/03
Marsh	Duane	04/14/04
Miller	Robert	03/27/00
Monroe	Jim	01/27/89
Mohammoud, Siyad		05/23/97
Ocharan	Gerard	07/27/04
Peters	Jess	08/16/03
Pons	Juan	10/12/02
Ramos	Chris	05/14/04
Reeves	Mike	02/16/95
Robertson	Ian	09/29/01
Rogers	Bob	10/13/89
Ruiz	Enrique	06/22/04
Mohamed, Saleh		08/04/04
Speidel	Scott	09/25/02
Toews	John	06/06/96
Tumbleson	Bob	11/08/94
Turner	Nick	11/12/96
Vargas	Carlos	04/13/96

Santa Cruz Transportation, LLC's employee turnover for the past 24 months includes the resignation/termination of 31 employees. This rate appears artificially higher than reality, as the majority of turnover occurs among drivers who have been employed less than three months. Of SCT's current drivers, the average longevity is 3 years and ten months.. Excluding our five newest drivers, the average increases to 4 years and 7 months (see driver longevity list - above),

Attachment # 7

Customer References



Dominican Hospital
1555 Soquel Drive
Santa Cruz, CA 95065
8.31 462 7700 Telephone

Dominican
Rehabilitation Services
610 Frederick Street
Santa Cruz, CA 95062

September 13, 2004

Santa Cruz Transportation, LLC
2984 Soquel Ave.
Santa Cruz CA 95062

To whom it may concern:

This letter is to confirm that Dominican Hospital utilizes the services of Santa Cruz Transportation for the transport of patients when such transportation is required.

We are pleased to report the quality of service we receive under the leadership of James Monroe. We're confident that our patients have, and will continue to receive prompt, safe, and timely transportation

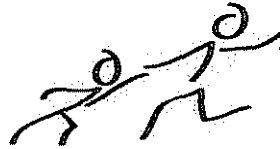
Please feel free to contact me any time for further details or clarification

Sincerely,

A handwritten signature in black ink, appearing to read "Kelly Duffin".

Kelly Duffin, MHA, MBA
Vice President
Dominican Hospital
1555 Soquel Drive
Santa Cruz, CA 95065
Tel: x31.462.7836

lift Line
Watsonville Law Center
Child Development Division
Elderday Adult Day Health Care
Child and Adult Care Food Program



Live Oak Family Resource Center
La Manzanita Community Resources
Meals on Wheels For Santa Cruz County
WIC Women, Infants & Children Nutrition Program

COMMUNITY BRIDGES
Puentes de la Comunidad

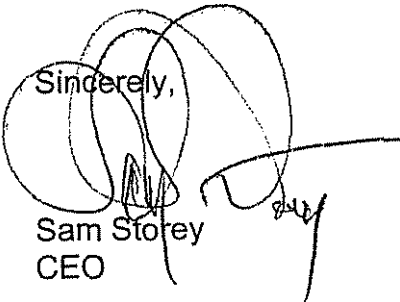
September 14, 2004

To Whom It May Concern:

Through our CTSA/Lift Line division, Community Bridges has been working closely with Santa Cruz Transportation, LLC (SCT) and its principle, James Monroe, since the company's inception in the spring of this year. SCT has been under subcontract to CTSA, providing complimentary ADA paratransit under Lift Line's Paracruz contract with the Santa Cruz Metropolitan Transit District, as well as providing other client rides for Medi-Cal, Stroke Center, Meals on Wheels, and Elderday programs.

I wish to compliment Mr. Monroe and members of his staff for their diligent efforts to provide professional service to our programs' participants" The SCT team has been extremely cooperative in terms of adapting to program needs and understanding service requests. Under Mr. Monroe's direction, this young company has exerted considerable effort in meeting contract technical specifications, including equipment and training requirements.

James Monroe and SCT bring an impressive spirit of collaboration, cooperation and desire to serve client needs to their transportation business"

Sincerely,

Sam Storey
CEO

September 12, 2004

Santa Cruz Transportation, LLC
2984 Soquel Ave.
Santa Cruz, CA

To Whom it May Concern:

Santa Cruz County Health Services Agency contracts with Santa Cruz Transportation for the **transport** of **our** clients, particularly **those** in need of mental health services..

Despite the tremendous challenge of **transporting** some of these individuals, we are please to report Santa Cruz Transportation more than meets **our** needs and expectations. Drivers arrive on time to both the client pickup and **their** destination. Dispatch **staff** are cooperative in the scheduling of **all** needed trips.

We are confident passengers assigned to Santa Cruz Transportation **will** arrive at **their** destination safely, and in a timely manner..

If you would like **further information** regarding our experience with Santa Cruz Transportation, please feel **free** to contact me directly.

Yours truly,

Michael J Hezganity MFT
Chief of Adult Services
Santa Cruz County Mental Health

Attachment # 8

Required Certifications (Buy America & Lobbying)

LOBBYING CERTIFICATION
(Only for Contracts above \$100,000)

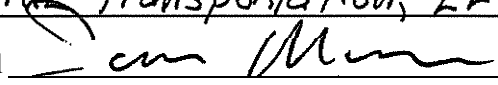
Lobbying Certification for Contracts Grants, Loans and Cooperative Agreements (**Pursuant** to 49 CFR Part 20, Appendix A)

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder/Offeror certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder/Offeror understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

Firm Name Santa Cruz Transportation, LLC.
Signature of Authorized Official 
Named Official Ames Monroe, owner
Date 9/14/04

BUY AMERICA PROVISION
(Only for Contracts above \$100,000)

This procurement is subject to the Federal Transit Administration Buy America Requirements in 49 CFR part 66.1

A Buy American Certificate, as per attached format, must be completed and submitted with the bid. A bid which does not include the certificate will be considered non-responsive.

A false certification is a criminal act in violation of 18 U.S.C. 1001. Should this procurement be investigated, the successful bidder/proposer has the burden of proof to establish that it is in compliance.

A waiver from the Buy America Provision may be sought by SCMTD if grounds for the waiver exist

Section 165(a) of the Surface Transportation Act of 1982 permits FTA participation on this contract only if steel and manufactured products used in the contract are produced in the United States.

BUY AMERICA CERTIFICATE

The bidder hereby certifies that it will comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Assistance Act of 1982, and the applicable regulations in 49 CFR Part 661.

Date: 9/14/04
Signature:
Company Name: Santa Cruz Transportation, LLC
Title: Owner

OR

The bidder hereby certifies that it cannot comply with the requirements of Section 165(a) or (b) (3) of the Surface Transportation Act of 1982, but may qualify for an exception to the requirement pursuant to Section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended, and regulations in 49 CFR 661.7.

Date: _____
Signature: _____
Company Name: _____
Title: _____



Trans Metro Express

1446 21st Ave San Francisco, CA 94122 • Tel: 415-285-6945: Fax: 415-285-6970

September 12, 2004

Mr. Lloyd Longnecker, District Buyer
Santa Cruz Metropolitan Transit District
120 Dubois Street
Santa Cruz, CA 95060

Dear Mr. Longnecker:

Trans Metro Express is pleased to submit this proposal to manage and operate the Santa Cruz County supplemental paratransit services. Our firm has managed and operated community transportation services in the San Francisco Bay Area since 1992 as part of the Semax Enterprises, Inc. Since our own incorporation in 2000, we have experienced dramatic growth owing to our demonstrated commitment to operating safe, cost-effective, quality services for our passengers and client agencies. As an experienced mobility management company, we provide a variety of transportation services throughout the San Francisco Bay Area and in Southern California. We manage and operate specialized paratransit services for elderly and disabled residents, school transportation for students with developmental disabilities, specialized non-emergency medical transportation, shuttle and charter bus services, as well as conventional fixed-route transit. The days of single mode transit providers are past and we believe the diversity of Trans Metro's services represents the future of passenger transport.

As a local, San Francisco Bay Area-based business, we enjoy the challenge of competing against the larger, national (and international) transportation firms. It brings out the best in us and provides a good opportunity to compare experience and service expectations. For instance, we know that our proposal will not have the professional look of our competitors. That's simply because we don't have a corporate marketing department that produces scores of similar proposals annually. We also don't have a sales team, legions of controllers, or layers of vice-presidents, as well as the pricing to support such a corporate organization.

Instead, we have a professional, experienced management group that simply focuses on delivering the best service possible. Yes, we do seek to grow our company but in a measured, cautious manner with service partners who are similarly dedicated to providing innovative, customer-focused services.

Trans Metro and its management team take advantage of membership in various industry professional organizations, such as CalACT, California Transit Association and others. The membership in aforementioned organizations enhances our ability to keep up with the new developments in the transportation industry and share experience with other transit/paratransit providers. It also helps us to provide the best transportation services possible for our clients.

We recognize that most transit agencies expect their operators to meet and exceed system standards with effective on-site management, on-going corporate support, quality customer service and local community involvement. This is particularly true for municipalities, like Turlock, seeking increasing public support for future expansion. To address these challenges our proposal includes the following:

Santa Cruz Metropolitan Transit District
RFP For Supplemental Paratransit Services

- A unique Project Management Team of paratransit professionals who will provide the District with a winning combination of operations knowledge and planning commitment,.
- 3 An exceptional level of corporate support and oversight from our San Francisco office
- Low-mileage sedans and minivans, including ADA-compliant vehicles.
- Transportation management software at no additional charge
- A commitment to the City's DBE goals with a DBE subcontractor firm

As a San Francisco Bay Area-based firm, we have developed a reputation for our focus on customer service. In fact, a number of our present contracts resulted from dissatisfaction with several larger national transit corporations, as well as local, non-for-profit social service agencies. Obviously, superior customer service takes more than company slogans. It requires a commitment from the very top of our firm to improving our workforce. We invest in our employees, provide continuous training and equip all with the skills and knowledge to be successful. We also recognize at every opportunity the efforts of our drivers, mechanics and managers with a program of awards and bonuses. As a relatively small-size company, we concentrate on making each of our projects an important part of our corporate family.

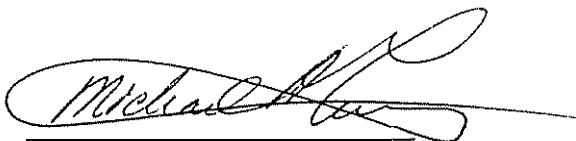
Finally we believe our experience operating a variety of customer-based transit services for our demanding Bay area clients makes Trans Metro Express an ideal choice for Santa Cruz Metro. We are a small company but with a great deal of experience. If awarded this contract our management team will be focused on Santa Cruz Metro paratransit system (not the next big project), responsive to your local issues, and committed to improving the only paratransit system that makes a difference to the residents of your expanding community.

We would note that Trans Metro Express, as a woman-owned corporation, is applying for status as a Disadvantaged Business Enterprise (DBE) with the State of California.,

We acknowledge the receipt of addenda 1

Mr. Michael Gurevich, Vice President, is the sole individual authorized to conduct negotiations and bind the corporation to any agreement. Should you have any questions regarding the proposals or other matters, please contact Mr. Gurevich at (415) 285-6945 Ext. 105.

Sincerely,



Michael Gurevich
Vice President
Trans Metro Express, Inc

Santa Cruz Metropolitan Transit District
RFP For Supplemental Paratransit Services

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Appendix I:	Sample Certificate of Insurance
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1. Issued Agenda

Trans Metro Express, Inc. acknowledges receipt of the following agency:

Addendum No. 1

Santa Cruz Metropolitan Transit District
RFP For Supplemental Paratransit Services

Trans Metro Express, Inc. is a small business and woman-owned corporation, and is applying for designation as a Disadvantaged Business Enterprise with the State of California.

We are well aware of the competitive challenges facing small businesses in this economy and are committed to the Disadvantaged Business Enterprise project participation goal. The following is the schedule of participation by DBE firms.

2. SCHEDULE OF PARTICIPATION BY DBE FIRMS

A general description of the work to be performed, dollar values and percent of total bid price which is to be paid to Disadvantaged Business Enterprises for work performed, materials and/or supplies under this contract must be listed below.

DBE Firm: **Shah Software, Inc**

Name of Contact Person: Jagat Shah Phone: **800-968-2748**

Description of Work: **Transportation Management Software**

_____ Dollar Value: **\$5,500**

DBE Firm: _____

Name of Contact Person: _____ Phone: _____

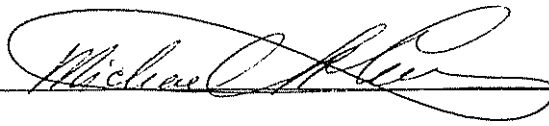
Description of Work:

_____ Dollar Value: _____

(if supplier) X 60% _____

TOTAL DOLLAR VALUE OF DBE PARTICIPATION is \$ **5,500**

Michael A. Gurevich _____ CERTIFIES THAT THE INFORMATION GIVEN ON BEHALF OF THE BIDDER IS TRUE AND CORRECT: THAT AS THE _____ Vice President _____ OF THE BIDDER, I ATTEST THAT I HAVE MET OR EXCEEDED THE PARTICIPATION LEVELS AS INDICATED ABOVE.

Signed: _____


3. Statement of Qualifications

Trans Metro Express, Inc. is a local, Bay Area-based small business providing both public and private transportation services throughout California. From 1992 until 2000, Trans Metro Express was an ancillary branch of the Semax Enterprises, Inc., a major provider of transportation services in the San Francisco Bay Area., In 2000, Trans Metro's principals incorporated to more effectively expand their management and operational services. Since that time, and as a result of our hands-on management approach, Trans Metro's business has grown by over 3000%. We now manage and provide a full range of transportation services including fixed-route, commuter and paratransit operations, shuttle and charter bus services, school/pupil transportation and specialized medical transportation. Our success is based on

Santa Cruz Metropolitan Transit District
RFP For Supplemental Paratransit Services

our industry experience, employee management skills and a genuine dedication to quality service delivery for each of our passengers and clients.

Though each of our client services is unique, all share the common expectation of a safe, dependable, customer-centered service. As a small, local company, we stay in touch with our customers and concentrate on improving our services. Unlike our large corporate competitors, we are not driven by the next “big” project. Instead, we concentrate our resources and management team on improving each individual service we manage; growing our company in small steps and building our reputation for quality service. (It should be noted that we became the largest single provider of Paratransit services for the San Francisco Municipal Railway’s ADA Program as a result of MUNI’s dissatisfaction with the two previous national providers, as well as the long time local non-for-profit providers. We understand the value of service continuity for our passengers and clients and recognize the importance of a dedicated, experienced, hands-on project management team. As a Bay Area-based small business, Trans Metro Express brings the background, experience, management resources and most importantly the customer service commitment best practiced by a local business.

Trans Metro Express, Inc. operates transit divisions in both southern and northern California. Our Southern California division, based in Los Angeles, is primarily engaged in charter, shuttle bus and limousine transportation services and operates fifteen (15) vehicles. Our Northern division, based in the Bay Area, operates a variety of transportation services with over one hundred and twenty five vehicles. Following is an outline of the transportation services managed and operated by Trans Metro Express in Northern California:

- We are the largest single paratransit service provider for the **San Francisco Municipal Railway’s ADA Program**. For our ADA service we daily schedule and operate 28 “Group vans” and over 20 Dial-A-Ride vehicles. We provide over forty thousand (40,000) monthly ADA trips to the residents of San Francisco and over twelve thousand (12,000) monthly paratransit trips in San Mateo County. ADA services operate under strict on-time performance requirements necessitating accurate daily changes to service schedules and routes. For this service we provide and maintain ADA-complaint vehicles, schedule all trip requests, dispatch and manage service, and provide driver safety and passenger assistance training in compliance with all ADA regulations., **This is a demanding, closely monitored service with strict service performance expectations.**
- In January 2004, we began operation of a new fixed-route service for the **City of Brisbane** that includes employee commuter transportation to local industrial centers. This service was planned with the City and is provided with 3 of our 40-passenger Gillig Phantom buses. For this ADA compliant fixed-route service Trans-Metro operates and maintains the vehicles, provides dispatch control and operator safety and customer service training. We are working daily with the City to increase service ridership.
- We manage and operate 12 school bus routes for students with developmental disabilities for the **San Francisco Unified School District**. These service routes must accommodate the special needs of our passengers within the budgetary limitations of the District. Trans Metro provides and maintains these vehicles. We also provide the scheduling, dispatch supervision and special passenger training required. This is a highly specialized service focused on safety, customer service and on-time performance.

- For the **Golden Gate Regional Center**, Trans-Metro operates 16 routes for their client work trips and day programs. We schedule this service in conjunction with the changing needs of the Center's consumers and programs. We coordinate closely with the centers' staff and consumers to optimize service funding by constantly evaluating and re-adjusting service schedules and trip grouping. As a result of our scheduling efficiencies, the GGRC has chosen Trans-Metro to develop a significant number of new routes for this service.
- For the **Regional Center of the East Bay**, Trans Metro operates 5 routes. The scope of work is identical to the aforementioned Golden Gate Regional Center service.
- We schedule and operate 4 shuttle bus service routes for the Arcola, Inc. in Mountain View and Sunnyvale. This service transports employees and staff to work sites throughout the cities. We provide dispatch, scheduling, supervision and driver training, as well as full maintenance and repair service. This is a demanding, seven-day a week service, with strict on-time performance guidelines,
- Trans-Metro schedules and operates 25 daily routes for non-emergency medical services in the Bay Area. Twelve of these routes are pre-scheduled, subscription trip runs for dialysis clients. Our other routes provide medical services for small agencies and medical centers throughout the City. For these services, we provide and maintain ADA complaint vehicles, provide dispatch control, and specialized passenger training for all our drivers. It is imperative that all these services operate reliably and efficiently.
- Under contract with the **Commission on Aging**, Trans-Metro operates 5 daily routes for senior citizens and individuals with disabilities. These services require the weekly scheduling of consumers from their homes to area senior centers and medical programs. We also own and maintain these vehicles, dispatch services, and provide extensive passenger assistance training.

Client contact and reference information for each of the above clients is provided below. Please feel free to contact any of these agencies.

4. References

CLIENT CONTACT/REFERENCE LIST

Firm Name:	San Francisco Municipal Railway (MUNI)
Address:	949 Presidio Avenue, San Francisco, CA 94115
Contact Person:	Ms. Annette Williams, Accessible Services Manager
Telephone:	(415)923-6142
Length of Service:	January 2000 to present
Service Description:	ADA paratransit

Firm Name:	ATC, San Francisco Paratransit Brokerage
Address:	1449 Webster Street, San Francisco, CA 94115

Santa Cruz Metropolitan Transit District
RFP For Supplemental Paratransit Services

Contact Person: Mr. Marc Anthony Soto, General Manager
Telephone: (415) 351-7010
Length of Service: January 2000 to present
Service Description: ADA paratransit services for individuals with disabilities for the City and County of San Francisco

Firm Name: City of Brisbane
Address: 1150 Bayhill Rd. San Bruno, CA
Contact Person: Mr. Mike Stevenson, Transportation Manager
Telephone: (650) 588-8170
Length of Service: Started January, 2004
Service Description: Fixed-route and commuter shuttle

Firm Name: San Francisco Unified School District
Address: 1000 Selby Street, San Francisco, CA
Contact Person: Mr. Dennis Garden, Transportation Director
Telephone: (415) 695-5725
Length of Service: November 2000 to present
Service Description: Transportation services for students with developmental disabilities

Firm Name: Golden Gate Regional Center
Address: 120 Howard Street, 3rd Floor, San Francisco, CA
Contact Person: Ms. Claudia Boudreau, M.S.W., Transportation Specialist
Telephone: (415) 546-9222
Length of Service: April 2001 to present
Service Description: Transportation scheduling and operations for clients with developmental disabilities in San Francisco and San Mateo Counties

Firm Name: Regional Center of the East Bay
Address: Oakland, CA
Contact Person: Francine Davis, Community Services Division Director
Telephone: 510-383-1200
Length of Service: July 2004 to present
Service Description: Transportation services for individuals with physical and developmental disabilities

Firm Name: RACS – Community Service Agency of San Francisco Mayor’s Office On Aging
Address: 300 Anza Street, San Francisco, CA
Contact Person: Mr. Nick Buick, Executive Director
Telephone: (415) 387-5336
Length of Service: January 2000 to present
Service Description: Paratransit services for the seniors and individuals with disabilities

Firm Name: Medical Services-include Laguna Honda Hospital, North and South of Market Adult Day Health Center, California Pacific Medical Center,

**San Mnteo Dialysis Center, South San Francisco Dialysis Center,
Gambro Healthcare, Davita Healthcare and others**

Address: Various sites (PLEASE SEE BELOW)
Contact Person: General Transportation coordinators
Telephone:
Length of Service: Since 1992 to present
Service Description: Non-emergency medical transportation

GAMBRO Healthcare, Juliana Wong; Tel (415) 291-8992
Davita Healthcare, Igal Koiman; Tel (415) 7.52-9886
San Mateo Dialysis Center, Shirley Cook; Tel (650) 377-0888

6. Organization

Trans Metro Express was incorporated in 2000 but provided transportation services for residents of the San Francisco Bay Area since 1992 as an ancillary branch of the Semax Enterprises, Inc. The principal officers of Trans Metro Express are:

Chairperson of the Board of Directors: **Lyubov Gurevich**

President/CEO: **Arkadiy Gurevich**

Vice President/COO: **Michael A. Gurevich**

Treasurer/CFO: **Jasper Tran**

Business Development Director: **Douglas Wood**

Maintenance Director: **Thomas Brush**

Among the principal officers, there are over sixty years of experience managing and operating specialized transportation services.

Ms. Lyubov Gurevich is the majority shareholder of the corporation and Chairperson of the Board of Directors. In addition, she holds an active management position within the daily operations of Trans Metro.

Arkadiy Gurevich was the Vice President of Semax Enterprises, Inc. He has an extensive background in transit planning and operations. He has a MS degree in Public Transportation from the St. Petersburg Academy of Transportation in St. Petersburg, Russia. Mr. Gurevich has an extensive background in public transportation in the former Soviet Union. He served as Deputy Chief of Operations for the St. Petersburg Subway Transportation System from 1970 to 1989. He then served three years at the St. Petersburg City Transportation Commission, conducting planning for both subway and surface public transportation. In 1992, he became a co-founder and co-owner of Semax Corporation. Mr. Gurevich will actively participate in the service planning and strategic decision-making process for this project.

Santa Cruz Metropolitan Transit District
RFP For Supplemental Paratransit Services

The Chief Operating Officer, **Michael Gurevich**, is a graduate of the St. Petersburg Academy of Transportation and has a BS degree in Management and International Business from Bryant College in Rhode Island. He is a founder of Trans Metro Express and is responsible for project management and service operations. Mr. Gurevich hands-on experience includes certification by the Transportation Safety Institute (TSI) to conduct Bus Operator Training Courses. He is also certified by the American Transportation Association (ATA) to conduct ADA training and he received "Train-the Trainer" Substance Abuse Program training from San Francisco MUNI Public Transportation Department, Human Resources Section. In addition, Mr. Gurevich completed the Transit/Paratransit Manager's course at Pepperdine University School of Business. He is a member of the Executive Committee of the San Francisco Paratransit Coordinating Council (PCC) and also an active member of the California Transportation Association (CalACT) and California Transit Association. Mr. Gurevich provides active oversight of all corporate projects and will be actively involved in the management of the Santa Cruz Metro supplemental paratransit service.

The Trans Metro's Chief Financial Officer, **Mr. Jasper Tran**, CPA received his Bachelor of Science degree in Accounting from the University of Toronto in 1990. He also earned the Master of Business Administration in Finance from the University of California in Los Angeles in 1996. In 1998 Mr. Tran passed the CPA exam. Mr. Tran joined Trans Metro in 2001, after working as a staff accountant, tax and financial consultant for several organizations.

Mr. Douglas Wood, Business Development Manager, has nearly thirty years of fixed-route and paratransit experience. Mr. Wood has worked in all areas of fixed route service operations including dispatching, scheduling, training, customer service, planning, and project management. In addition, Mr. Wood was the General Manager for the Rhode Island Ride Program, a statewide paratransit service that was recognized as the Outstanding Paratransit Service by the American Public Transit Association in 1999. Mr. Wood's primary role will be to assist with service improvement planning.

Mr. Thomas Brush is Trans Metro's Director of Maintenance. Mr. Brush has extensive maintenance experience most recently as the consultant for San Francisco MUNI Maintenance Division. Mr. Brush's experience also includes working for the City of Walnut Creek, AC Transit, CCCT, Livermore Valley Transit and other transit agencies and transportation providers.

The corporate office of Trans Metro Express, Inc. is located at 1405 Huntington Avenue, Suite 160, South San Francisco, CA 94080. We operate two transportation divisions; a small fifteen vehicle division in Southern California for shuttle, charter and limousine services and our primary Northern California operation. Our San Francisco and the Northern San Mateo County Operations Center, is located at 640 Cesar Chavez Street, San Francisco, CA.

Trans Metro Express Incorporated has filed an application to be certified as a Disadvantaged Business Enterprise (DBE) and a woman-owned (WBE) firm.

Corporate Support

Trans Metro Express provides hands-on corporate support for all its projects with a team of experienced transportation professionals dedicated to our philosophy of quality customer services. Following are some of the principal administrative personnel who will be actively involved with the TTL services,

Mr. Nelson Sosa is our Regional Operations Manager. He will provide direct management oversight of our Santa Cruz Metro paratransit Project Manager. As the Regional Operations Manager, Mr. Sosa will be actively involved in day-to-day service issues and employee relations. (Mr. Sosa is fluent in Spanish.) He will be available for meetings or telephone discussions during the business hours and beyond, if necessary. Mr. Sosa has extensive experience in all aspects of operations, human resources, financial budgeting and personnel management” His experience includes similar operational oversight of our ADA transportation program for the San Francisco MUNI, the City of Brisbane fixed route service, our services for the San Francisco Unified School District, Golden Gate Regional Center and the Regional Center of the East Bay services” Mr. Sosa has a degree in Business Management.. He has also received training from Transportation Safety Institute (TSI) and American Transportation Association (ATA). Mr. Sosa has an extensive transportation operations background including experience working for other area providers such as: Industrial Passenger Service, Inc., Laidlaw Transit, MV Transportation and Paratransit Services, Inc. **Mr. Sosa will be responsible for the management of this project in the absence of our Project Manager.**

Mr. Leonardo Alvarez, Trans Metro’s Maintenance Manager at the Trans Metro San Francisco division, is responsible for the division’s fleet maintenance program. His responsibilities include, but not limited, to overseeing mechanics and automotive machinists, monitoring overall vehicle condition and repairs, monitoring vehicles’ registrations and coordinating with the auto parts suppliers” Mr. Alvarez is also responsible for successfully coordinating with the California Highway Patrol staff for our annual inspections. He will assist our Santa Cruz Metro project as necessary with maintenance and safety issues. Mr. Alvarez has over fifteen years of transportation industry experience, working for Laidlaw Transit Services, MV Transportation, Industrial Passenger Service and Coach USA.

Trans Metro’s CFO, **Mr. Jasper Tran,** directs the Accounting and reporting support provided by our Finance Department. He and his staff are responsible for the Trans Metro payroll, human resources, accounting (A/R, A/P, expense control etc.), and service reporting and financial management. The Project Manager will coordinate with the CFO and provide the finance department with all relevant payroll and expense information as well information required for agency reporting.

Our Information Technology (IT) Staff, Mr. Rene Arroyo, will be actively involved with the installation and support of Trans Metro’s office software. They will also establish an intra-office network to facilitate communications with our corporate office., They are be on-call for office issues and also available for assistance with any new technologies considered by the Santa Cruz Metro.

6. Staffing

Trans Metro Express acknowledges responsibility for the provision, oversight and satisfactory work performance of ail the employees operating under this contract. Currently with our other projects, Trans-Metro has responsibility for over one hundred twenty employees, including payroll and all regulatory requirements.

To ensure continuity of service for the Santa Cruz Metro paratransit, it is our intent to hire local vehicle employees who are qualified and meet Trans Metro’s pre-employment service standards. Primarily this involves possession of a good DMV safety record and compliance with the pre-employment testing requirements of our Drug and Alcohol Program.

We recognize that the key to a successful paratransit operation is a well-trained, responsible, and dedicated work force. We also understand that maintaining a good workforce requires a progressive management approach to employee relations. In practice, this means our Project Manager will work closely with all employees, clearly communicating job expectations and fairly evaluating performance. **Because of our size and location, Trans Metro's entire management team from our Regional Operations Manager to Chief Operating Officer, will be available to assist in the critical employee transitioning phase and throughout the entire contract period.**

In terms of employee compensation, Trans Metro intends to offer generous financial compensation with reasonable annual increases for all employees. We will also provide employee vacation and holiday leave in accordance with the current policy. For full time employees, we will offer our company's health plan or an equivalent coverage. This plan will include dental and vision coverage. We will also offer a Retirement Savings Plan. **In addition, we will develop a Safety Bonus and Incentives program to reward outstanding operator safety records.** The retention of experienced, safety-conscious, customer-centered service operators and minimizing employee turnover will be a focus of our program.

We are always searching for innovative programs to support our employees. For example, in San Francisco and the Bay Area Trans Metro encourages employees to utilize local public transit services through "Commute", by paying up to \$100 for each employee toward their transit passes. By encouraging our own employees to use public transit we provide them with up to a \$1,200 per year benefit and provide support and revenue for our local transit agencies.

Service Organization

For the purposes of the services described in the RFP and outlined in the Addendum 1, and until we are able to more closely review the service organization, Trans Metro proposes to employ staff adequate to operate from 6 to 8 vehicles during the "peak" service hours.

We believe that service continuity is essential so initially we will deploy the same dispatching arrangement as outlined by the current contractor. Lead drivers will be used to cover the dispatch function as required. Our Project Manager will provide expanded service supervision resulting in more efficient and responsive services. We recognize that communication coverage is essential and will provide our Project Manager with cell phones to ensure an immediate response to problems.

Trans Metro Express proposes to situate its local operations in the City of Santa Cruz at 120 Encinal Street, thus establishing its Santa Cruz operations in a centrally located position in the Santa Cruz County. Since the majority of the paratransit trips originate or end in Santa Cruz or Watsonville, this location will perfectly suit its purpose to minimize "deadhead" and increase productivity and response time., There is adequate operations office room, as well as utilities space, including light automotive maintenance in the proposed building. Trans Metro will provide 3 desktop computers, facsimile and telephone lines. Trans Metro proposes to establish on-line communications procedure with the ParaCruz Reservations/Scheduling office. In case if on-line connection is not available for any reason, facsimile communication between the ParaCruz office and Trans Metro maybe used as a back-up solution. Trans Metro has established account with the CFN (Commercial Fueling Network) and will be able to fuel all vehicles within proximity of the local operations office on Encinal Street. Trans Metro will be maintaining vehicles on site. The repairs and maintenance service will be provided by the certified

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automotive technician according to the OEM (Original Equipment Manufacturer) standards. In case if emergency towing of a paratransit vehicle is necessary, Trans Metro will utilize local towing companies, such as Coast Counties Towing, Dogherra's Towing, Rossi's Towing and Santa Cruz/Aptos Towing. There

For the purposes of the services described in the RFP, and until we are able to more closely review the service organization, Trans Metro proposes to employ the number of employees as listed:

Drivers – 2 Full-time and 16 Part-time (weekday service)
Drivers – 14 Part-time (weekend service)
Automotive Technician – 1 Full-Time
Dispatcher /Scheduler/Customer Service – 2 Full-time; 4 Part-time (weekday and weekend service)

Trans Metro will be providing the following vehicles (including substitutes):

Sedans – 3
Minivans (6-passenger) – 2
ADA-compliant, W/C-equipped vans – 4

All vehicles will be operated according to the standards specified in the Service Contract

We are looking forward to work with the District and lease the ParaCruz W/C-accessible, as well as non-accessible vehicles. A separate Lease Agreement must be construed between the Santa Cruz Metro and Trans Metro Express. Trans Metro will be interested to operate as many as six (6) vehicles provided by the Santa Cruz Metropolitan Transit District.

Next to the local Project Manager, no other position is as important as the project's regional supervisor. Mr. Nelson Sosa will be our Regional Operations Manager for the Santa Cruz Metro paratransit service. He will provide direct management oversight of our Project Manager. As the Regional Operations Manager, Mr. Sosa will be actively involved in day-to-day service issues and employee relations. He will be available for meetings or telephone discussions during the business hours and beyond, if necessary. Mr. Sosa has experience in all aspects of operations, human resources, financial budgeting and personnel management. His experience includes similar operational oversight of our ADA transportation program for the San Francisco MUNI, the City of Brisbane fixed route service, and our services for the San Francisco Unified School District, the Golden Gate Regional Center and the Regional Center of the East Bay. Mr. Sosa has a degree in Business Management. He has also received training from Transportation Safety Institute (TSI) and American Transportation Association (ATA). Mr. Sosa has an extensive transportation operations background including experience working for other area providers such as, Industrial Passenger Service, Laidlaw Transit, MV Transportation and Paratransit Services, Inc. Mr. Sosa will be responsible for the management of this project in the absence of our Project Manager. His resume is included below.

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She possesses exceptional administrative and managerial skills in developing and operating city-wide paratransit services for seniors, contract management, human resources management including supervision of employees, as well as shuttle and charter operations. Ms. Oakes is self-motivated, well educated Trans Metro manager. Ms. Oakes has had extensive “hand-on” experience in transportation industry working his way up from the driver position to a position of the Trans Metro San Francisco division Operations Supervisor. She has very good reporting skills and is well-regarded among the staff. Ms. Oakes’s greatest strength and value to this project is her ability to motivate her service team to provide superior customer service to all our passengers.

Ms. Oakes is willing to relocate to Santa Cruz area intends to remain in this position for the duration of the contract. Trans Metro is not interested in proposing a candidate who does not share our commitment to the communities we serve. We will provide Ms. Oakes with a generous but fair reimbursement package with an annual performance-based bonus.

Duties of the Project Manager:

Trans Metro’s Project Manager will have authority and control over the management of resources to meet and exceed Santa Cruz Metro expectations for paratransit services. We will devote 100 percent of her time to this project, hence she will not be involved in any other projects. Because Trans Metro Express is a local firm, we fully intend for her to serve the length of the entire contract period,.

Primary responsibilities for the Project Manager will include:

- Serving as the coordinator between Trans Metro Express and Santa Cruz Metro in the implementation of service directives stipulated by the contract.
- Establishing the tone for organizational development, providing progressive leadership, and implementing the mission and values of Trans Metro Express and the Santa Cruz Metro.
- *Establishing and maintaining positive relationships between Trans Metro, the Santa Cruz Metro, including various committees, agencies, local stakeholders and service consumers.
- *Ensuring compliance with the contract and all Santa Cruz Metro and Trans Metro policies
- *Providing leadership in the safety effort and adherence to all policies and procedures
- *Ensuring that service is operated according with the current contractual guidelines, budget and direction provided by the Santa Cruz Metro and Trans Metro Express.
- *Directing the overall administration and service operation of the project
- *Developing operational strategies, including prompt resolution of any operational problems and/or passenger complaints,,
- Ensuring security of the property assets.
- *Overseeing personnel development.

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- *Representing management in labor negotiations
- *Ensuring adherence to federal, state and local regulations relative to the project operations.
- *Collecting and analyzing key service performance indicators and taking appropriate action to ensure service performance and budgetary compliance.
- *Overseeing preparation of required billing and reporting on a monthly basis.
- *Preparing and adhering to the annual budget.
- *Representing Trans Metro Express, and other transit officials, as directed, in a variety of meetings as necessary.

Experience:

2001 to present Trans Metro Express, Inc.

Operations Supervisor

- *Administration and program oversight of a city-wide Paratransit service
- *Administration and program oversight of a city-wide transportation service for the people with disabilities
- *Train and Supervise Transportation Program staff, including drivers and administrative staff
- *Human Resource management
- *Contract management and implementation
- *Budget Development
- Develop operating procedures
- *Assisted client needs and provided additional services
- *Coordinated services with other transportation providers
- Wrote and updated policy, procedures and training plans
- *Conduct training and re-training sessions
- Ongoing design, implementation and supervision
- *Responsible for quality assurance plan
- *Monitor units of service
- *Report to the Director of Operations and the General Manager

1999 to 2001 Paratransit Services, Inc.

Lead Dispatcher, Office Coordinator

1995 to 1999 SFO Shuttle Bus Company (the Division of SFO Airporter)

Lead Driver/Dispatcher

1993 to 1995 SFO Airporter

Driver

- *Provided rides for people to and from San Francisco International Airport
- *Provided charter trips
- Created daily ride schedules for fleet of four vans serving 1,000 clients a year

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In addition to her hand-on operations management experience, Ms. Oakes possesses valuable knowledge of planning and program development, human resource management and supervision, financial management, group development, facilitation and leadership, substance abuse counseling, staff and driver training. Ms. Oakes is a certified Paratransit Operator Trainer and a Passenger Assistance Techniques (PASS) Trainer.

7. Personnel Policies

Hiring of Vehicle Operators

Trans Metro's goal for the Santa Cruz Metro paratransit service is to hire the best qualified available candidates for all positions. **It is our intent to hire local employees who are qualified for their prospective positions.** Specific procedures for hiring new employees have been developed and will be utilized. This is an important area of management concern, since workers and staff form the basic foundation of each operation. For the Santa Cruz Metro service we will hire in accordance with the RFP's requirements in conjunction with the practices and policies mandated by various government agencies.

Minimum qualifications must be job related and comply with the standards established in EEO guidelines, as well as in state and local rules. Additionally, the following information must be obtained and verified from each applicant:

- . Current position, actual responsibilities and length of service
- . Last three previous positions and duties and responsibilities of each
- Brief description of entire career and reasons for any gaps in employment
- Reasons for leaving current employment position
- Reasons for wanting to join this company, including the applicant's knowledge of our operation
- A current DMV printout with no more than one moving violation in twelve months; no more than two in the past twenty-four months; no driving conviction, suspension, or revocation for DUI/DWI, drug abuse or any other action which reflects disrespect for traffic safety laws
- A nationwide FBI background check.

When all information has been verified and the interview is completed, the employee will be scheduled for a DOT physical and a drug/alcohol screening test., Employment is contingent upon successful completion of all requirements.

Our employee selection procedures and standards for Santa Cruz Metro paratransit drivers and other employees are intended to seek the candidates best suited and capable of performing the requirements of the positions. We realize the success of our service will be greatly determined by our initial hiring decisions.

Our Project Manager and Regional Operations Manager will give proper consideration to such factors as education, experience, skills, advancement potential and character. However, all aspects of the selection and hiring process will be administered without regard to race, color, national origin, religion, sex, age or disabled status.

Minimum Standards

Trans Metro has the following minimum standards for employment:

- Applicants must be at least 21 years old. Vehicle operator positions require the applicant have held a valid drivers license for at least five years.
- Applicants must not be users of, or addicted to, any legally controlled drugs or substances or alcohol. Applicants who have held safety sensitive positions in the past are required to provide or allow for the provision of that information from previous employers.
- Applicants should have at least a high school diploma or equivalency for most categories of employment. Employees who do not meet this requirement will be encouraged to achieve it.
- Applicants convicted of felonies may not be hired without the written consent of either the Regional Operations Manager or Chief Operating Officer. Employee selection managers should remember that it is illegal to ask any applicant whether he or she has ever been arrested, questioned, detained or otherwise in police custody. The company does have the right to fully explore and consider conviction records.
- Applicants must be legal U.S. residents or possess acceptable alien resident status. Proof of status should be accomplished during the application screening process.

We will also incorporate the County specific employment standards as stipulated in the Draft Agreement for Management and Operations Services.

Drug and Alcohol Screening

The purpose of our Drug and Alcohol Policy is to assure worker fitness for duty and to protect our employees, passengers and the public from the risks posed by the use of alcohol and prohibited drugs. This Policy complies with all applicable Federal regulations governing workplace anti-drug programs in the transit industry.

The Federal Transit Administration (FTA) of the U.S. Department of Transportation has enacted 49 CFR Parts 653 and 654, which mandate urine drug testing and breathalyzer alcohol testing for safety sensitive positions and prevents performance of safety sensitive functions when there is a positive test result. The U.S. Department of Transportation (DOT) has also enacted 49 CFR Part 40, which sets standards for the collection and testing of urine and breath specimens. In addition, the DOT has enacted 49 CFR Part 29, "The Drug-Free Workplace Act of 1988", which requires the establishment of drug free workplace policies and the reporting of certain drug related offenses to the FTA.

Trans Metro will prefer utilizing services of the local-based laboratory and MRO (Medical Review Officer) and will seek Santa Cruz Metro advice on which laboratory's service to use.

Statement of Policy

Trans Metro Express recognizes that the use and/or abuse of controlled substances or alcohol by employees presents a serious threat to the safety and health of the employees, passengers and the general public. It is the policy of our company that employees should be alcohol and drug-free.

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In order to further Trans Metro's goal of operating an alcohol and drug-free transportation system, and to be in compliance with existing Federal Motor Carrier Safety Regulations, we have implemented a drug and alcohol testing program in order to reduce accidents and casualties. We believe that the program will help discourage substance and alcohol abuse and thereby reduce absenteeism, accidents, health care costs, and other drug-related and alcohol problems. Further, we believe the program will enhance the safety and health of its employees by fostering the early identification of employees or potential employees with drug and/or alcohol abuse problems.

Our drug and alcohol testing program is incorporated in an overall substance abuse policy that is designed to create an alcohol and drug free transportation system and provide assistance to those employees who may be suffering from problems associated with chemical and/or alcohol dependency.

The program has been developed in compliance with existing federal regulations and in a manner which ensures accurate and reliable test results, thereby eliminating the possibility of any "false positives". It also contains procedures designed to recognize and respect the dignity and privacy of all our employees. More importantly, Trans Metro recognizes that our employees are our most valuable resource and we want to assist any employee who feels a problem exists with chemical dependency or alcoholism. Therefore, for each project we have available information on appropriate employee assistance programs designed to help those employees seeking treatment of such problems. Our complete Drug and Alcohol Policy is available upon request.

8. Management Information Systems

Accounting

We will provide all reports in accordance with the Santa Cruz Metro reporting requirements. As with all our projects, we anticipate that a number of daily, weekly and monthly reports will be required to track and monitor service. We are accustomed to preparing operational reports and will provide the Santa Cruz Metro with examples upon request. We will work with the District to provide such reports promptly and in acceptable formats. Our Finance and Information Services offices will be available to implement an acceptable MIS database and reporting system and provide assistance as required at no additional cost to the Santa Cruz Metro.

Presently Trans Metro is utilizing Microsoft Office programs to prepare all necessary reports for our other projects.

In addition, we are familiar with accounting system requirements as prescribed by the Federal Transit Administration (FTA) Uniform System of Accounts and Records. We are familiar with this reporting and if necessary, assistance for the preparation of this report will be available from our corporate Finance Department.

Transportation Software System

A major focus of Trans Metro's business has been operating and managing specialized transit and paratransit services. The varied demands of these different services call for unique information management requirements. Operating a paratransit service, such as Santa Cruz Metro supplemental paratransit, requires a software system that will track passengers, provide valuable dispatching

information, and produce useful reports., For this project, Trans Metro will partner with Shah Software Inc., a DBE company, to provide such a program; **Transportation Manager**. This program is designed specifically for rural and small urban transit systems and is used by our firm. It is an effective single program that addresses all the information needs of a small service and we have found it to be an extremely useful service tool. In addition, a built-in report writer produces customized reports. We believe **Transportation Manager** is the perfect solution for the Santa Cruz Metro supplemental paratransit service., **We are pleased to offer this software program at no additional charge for the District.** Support for this system will be provide both by our own Information Services staff as well as Shah Software,

9. Insurance

Trans Metro will provide all required insurance in accordance the RFP. Our coverage exceeds the coverage required by the Santa Cruz Metropolitan Transit District and is outlined below:

Worker’s Compensation and Employee Liability Insurance with limits not less than \$2,500,000 per occurrence in accordance with the Labor Code of the State of California.

Comprehensive General Liability Insurance with a combined single limit of not less than \$10,000,000 per occurrence.

Commercial Automobile Liability Insurance with a combined single limit of not less than \$10,000,000 per occurrence.

Automobile Collision and Comprehensive Insurance Coverage for the actual cash value of TTL vehicles. Trans Metro Express shall name the Santa Cruz Metro as loss payee.

Certificates for all insurance will be provided to the Santa Cruz Metro prior to commencement of service naming all required entities as stipulated.

10. Financial Statements

The required Financial Statements are included in Appendix C. They are confidential and we request that they be held from public viewing.

11 Description of Transit Bus and Operations Office Cleaning Program

Trans Metro Express realizes that the paratransit fleet represents the Santa Cruz Metropolitan Transit District. Trans Metro will maintain cleanliness of the paratransit vehicles and operations office. All vehicles, including the “back-up” units, will be thoroughly washed and vacuumed inside and outside at least once a week by using pressure washer and soap in all weather conditions. In addition, all vehicles will be swept daily. The vehicle operators will be responsible to maintain cleanliness standards by ensuring that the passengers do not litter. Also, the vehicle operators will remove articles, such as trash paper, food containers, bags etc., from the vehicles. All vehicles will be cleaned on the approved, licensed car-wash site located in the vicinity of the operations location. The operations office will be maintained neat and clean at all times. The staff will be responsible for cleaning their spaces., Also, the office employees will rotate to clean the general area on daily basis. In addition, the operations office are will be

thoroughly cleaned and vacuumed once a week. Trans Metro management will be responsible for ensuring that all vehicles leave the yard in acceptable condition, i.e. washed and vacuumed. In addition, the management will oversee the cleanliness of the operations office. **At no time Trans Metro management will tolerate unclean transit vehicles and operations office space.**

12. Safety Record

The unspoken expectation of each and every one of our passengers is to travel safely. We recognize at Trans Metro Express that there is no greater issue for our riders, their families and client agencies. Safety is the responsibility of each of our employees and it becomes a part of our everyday company culture. And unlike our larger competitors; we cannot tolerate a single project with a poor safety record. Our reputation and very existence is dependent on the operation of secure, safe services for our clients.

Accordingly, Trans Metro's Safety Program invests significant resources toward providing our employees with the tools and know-how to make the right and safe choices. Our commitment to safety and risk management is a primary task of our Project and Training Managers

Our Safety Program in each of our projects starts with the selection, hiring, and training of each of our vehicle operators. We commit a substantial portion of our resources to the screening of our operators with DMV and background checks as well as extensive interviews conducted by our managers. We believe the extra time and expense spent on the hiring process pays dividends in terms of reduced personnel turnover and accidents, and increased customer satisfaction.

Our vehicle operator training aims to maximize the success of our trainees. Through a combination of intensive 'classroom education, behind-the-wheel instruction and in-service training, we provide trainees with the knowledge and skills necessary to become safe and responsible professional vehicle operators.

New hires at Trans Metro typically receive 80 to 120 hours of training depending on the type of service. Drivers with a valid CDL, license or employees of a previous contractor generally do not require the entire training program. However, they will be required to participate in core training sessions, such as Customer Service.

We will also conduct periodic driver safety meetings to review safety issues, accidents avoidance tactics and operator concerns. These meetings not only recognize the challenges facing our professional operators but also celebrate the positive safety achievements of our staff.

Our Safety Program aims to make safety a fundamental part of our daily activities. It begins with hiring employees to strict safety standards, and continues with our Safety Training program for new hires, Workplace Safety programs, and monthly employee safety meetings. It means frequent safety inspections of all our vehicles and proper maintenance reporting of all equipment" Most importantly, our program stresses continuous safety training of our employees, supervisors and managers in every area of operation.

Each of our employees is expected to be actively involved in our safety program and aware of our safety goals, **Each employee is constantly reminded that at no time is safety to be compromised for the sake of schedule adherence.**

Our safety training program is designed to ensure that the Santa Cruz Metro paratransit service will (1) be safe, reliable, and customer friendly; (2) be in compliance with all applicable laws; (3) meet and exceed the District's minimum standards of service quality; and (4) provide an effective, cost-efficient operation.

A copy of our 2003 California Highway Patrol safety rating is enclosed in Appendix B.

13. Employee Screening

Hiring of Vehicle Operators

Trans Metro's goal for the Santa Cruz Metro service is to hire the best qualified available candidates for all positions. Specific procedures for hiring new employees have been developed and will be utilized. This is an important area of management concern, since workers and staff form the basic foundation of each operation. For the Santa Cruz Metro service we will hire in accordance with the RFP's requirements in conjunction with the practices and policies mandated by various government agencies.,

Minimum qualifications must be job related and comply with the standards established in EEO guidelines, as well as in state and local rules. Additionally, the following information must be obtained and verified from each applicant:

- Current position, actual responsibilities and length of service
- Last three previous positions and duties and responsibilities of each
- Brief description of entire career and reasons for any gaps in employment
- Reasons for leaving current employment position
- Reasons for wanting to join this company, including the applicant's knowledge of our operation
- A current DMV printout with no more than one moving violation in twelve months; no more than two in the past twenty-four months; no driving conviction, suspension, or revocation for DUI/DWI, drug abuse or any other action which reflects disrespect for traffic safety laws.
- A nationwide FBI background check.

When all information has been verified and the interview is completed, the employee will be scheduled for a DOT physical and a drug/alcohol screening test. Employment is contingent upon successful completion of all requirements.

Our employee selection procedures and standards for Santa Cruz Metro drivers and other employees are intended to seek the candidates best suited and capable of performing the requirements of the positions. We realize the success of our service will be greatly determined by our initial hiring decisions.

Our Manager and Regional Operations Manager will give proper consideration to such factors as education, experience, skills, advancement potential and character. However, all aspects of the selection and hiring process will be administered without regard to race, color, national origin, religion, sex, age or disabled status.

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In order to further Trans Metro's goal of operating an alcohol and drug-free transportation system, and to be in compliance with existing Federal Motor Carrier Safety Regulations, we have implemented a drug and alcohol testing program in order to reduce accidents and casualties. We believe that the program will help discourage substance and alcohol abuse and thereby reduce absenteeism, accidents, health care costs, and other drug-related and alcohol problems. Further, we believe the program will enhance the safety and health of its employees by fostering the early identification of employees or potential employees with drug and/or alcohol abuse problems.

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The program has been developed in compliance with existing federal regulations and in a manner which ensures accurate and reliable test results, thereby eliminating the possibility of any “false positives”. It also contains procedures designed to recognize and respect the dignity and privacy of all our employees” More importantly, Trans Metro recognizes that our employees are our most valuable resource and we want to assist any employee who feels a problem exists with chemical dependency or alcoholism. Therefore, for each project we have available information on appropriate employee assistance programs designed to help those employees seeking treatment of such problems.

Our complete Drug and Alcohol Policy is available upon request.

14. Training Program

As indicated in Section 7, Safety Record, our training program begins with the selection and hiring of carefully screened individuals Our basic driver training curriculum focuses on a defensive driving training programs developed by the Transportation Safety Institute. New hires typically receive **80 to 120 hours** of training. During the transition, the program will be supervised by Trans Metro’s certified instructors, such as Mr. Edward Vayner, a certified Paratransit and Transit Bus Operator Instructor for the Trans Metro’s San Francisco/San Mateo service area and directed by **Ms. Oakes**, the Project Manager. During the regular course of business, the Project Manager will be directly supervising the training and refresher training of the Trans Metro staff providing service for the Santa Cruz Metro. Using these programs as a point of departure, we will also combine into these programs elements specific to the Santa Cruz Metro paratransit services.

Trans Metro’s Vehicle Operator Training Program consists of the following major components:

- ❖ Instruction in system policies and procedures and system familiarization, route network and service area familiarization, map reading, passenger counting; the fare structure and collection policies and procedures.
- ❖ Vehicle orientation, including how to conduct pre-trip and post-trip inspections, completion of a vehicle condition report (Defect Card); use of the communication system, use of wheelchair lift and securement devices.
- ❖ The Transportation Safety institute’s Defensive driving program
- ❖ Instruction in breakdowns and accident procedures, and emergency procedures and practices; the latter includes the use of the fire extinguisher and the emergency evacuation of vehicles”
- ❖ Instruction on vehicle operation in poor weather conditions
- ❖ Identifying and responding to medical emergencies; this includes first aid training, and training in the safe handling of blood-borne pathogens (per 29CFR 1910.1030).

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- ❖ Certified instruction in customer assistance techniques, passenger sensitivity and interaction with all persons including persons with disabilities, persons of diverse races, cultures and sexual orientation, the elderly, and children.
- ❖ Customer service training.
- ❖ Training on human and passenger relations
- ❖ Training on stress and anger management
- ❖ Training on company policies, rules, and benefits
- ❖ A review of all applicable laws and regulations.
- ❖ The FTA Substance Abuse Program.
- ❖ Training on preventing and reporting sexual harassment
- ❖ Familiarization with bid and route/run assignments”
- ❖ Instruction on vehicle mechanics and troubleshooting.

In all training events, specific time standards are in place to be coordinated with the training program to ensure consistent and meaningful training is conducted.

We also make it a point to continuously self-evaluate our training programs., As new training materials and local issues arise we will change and adjust our training program. Refresher training classes will be conducted as necessary for all operators and particularly for drivers with safety violations.

Customer Service is a major focus of our Safety and Driver Training Programs. We emphasis positive passenger communications and will utilize local agency instructors to provide basic human relations, conflict resolution and stress management techniques. We will also provide annual passenger assistance training to all operators regardless of type of service operated. Often we will enlist members of the disabled community and senior agencies to provide additional training in this effort.,

We will set standards and goals for improving the overall customer complaint rates and devise a bonus program for operators who help contribute to these goals.

Re-training

Re-training typically follows a vehicle operator’s cited lack of performance in driving skills, passenger relations, sensitivity awareness, and/or customer service. Operators who fall into this category have exceeded acceptable standards for number of preventable accidents and/or moving violations, have been sanctioned after a supervisory ride-check for unsafe or improper procedures, or have verifiable customer complaints asserting lack of performance. Re-training of vehicle operators can also result from an extended illness or a change in service run or equipment”

For re-training courses, we reinsert operators in classroom training and/or behind-the-wheel or in-service training for at least **16 hours** and sometimes as much as 40 hours, depending on the employee assessment.

Re-training programs often assist vehicle operators who have been involved in preventable accidents. If involved in a vehicle accident, an operator will be required to attend a one-on-one Operator Safety

Review. This review is designed to address the specific part of defensive driving that can help in future accident avoidance; for example, the workshop might consist of a review of the specific accident and its cause, a review of defensive driving films, on-the-road reinforcement of defensive driving, and a visit to the accident scene, if necessary. Typically, post-accident re-training might include:

- ◆ Counseling immediately following a preventable accident” Allowing the vehicle operator to discuss, with hindsight, what created the accident is a significant learning process.
- ◆ Reviewing the actual accident to determine the type of retraining indicated. For example, if the accident involves a tight intersection right turn, the retraining will focus on right turns. The training opportunity is also used to reiterate such topics as reading the road ahead and proper vehicle handling.
- ◆ Conducting a final ride check with the vehicle operator to help assess the confidence level of the vehicle operator, while closely simulating the variables involved during the accident.
- ◆ Conducting a return to work interview in order to place closure on the accident” This provides everyone involved confidence that the training was productive and effective and ascertains the operator capable and ready to return to work.

Refresher Training

Refresher trainer courses are provided for all vehicle operators at regularly scheduled intervals. Refresher training courses are usually between four (4) and eight (8) hours long. Refresher training is designed as “reminder” instruction in those areas most often forgotten or neglected by operators. It is also used to review each operator’s performance record, to confirm personnel records data for accuracy, and to perform a visual check of the driver license.

We have found that annual refresher training is an ideal time to re-emphasize those critical customer service skills and technique that impact the overall quality of service delivery.

Customer Service Training for Dispatchers

The specific goals of Trans Metro’s customer service training are for support staff to become proficient in; (1) improving the efficiency of dispatch and operations; (2) assessing the changing needs of customers and determining best service usage; (3) coordinating the resources; (4) communicating the needs of the area’s paratransit dependent population including the elderly and disabled.

Training for the Santa Cruz Metro staff who perform dispatch and other customer service functions will be directed mainly in the area of specific tasks and responsibilities of the particular position, and will be directed by Ms. Cakes. The formal program for all such positions will include certain parts of the vehicle operator training in areas that will acquaint the employees with actual situations encountered in daily service to the public.

For the current support staff we will provide approximately (20) hours of training on customer service, human and passenger relations, stress management, as well as training on company policies, rules, and benefits, and appropriate security/safety rules and procedures.

Training for new employees will include:

Forty (40) hours minimum of on-the-job training with experienced personnel

Training on Santa Cruz Metro Paratransit policies and procedures

Familiarization with the service area's street network and map reading

A minimum of eight (8) hours of sensitivity training

A minimum of eight (4) hours of proper telephone etiquette.

A minimum of four (4) hours of in-service riding for new hires - Riding on one or more runs increases understanding of the operators' position and how all functions work toward the goal of providing the highest possible level of service in the community.,

Re-training for repeated minor infractions; and refresher training in designated areas will also be provided.

15. Time Schedule for Start-Up/Transition

The importance of a "seamless" service transition for the Santa Cruz Metro paratransit and its customers cannot be overemphasized. The value of a positive first impression is particularly important for the Santa Cruz Metro and its paratransit-dependent consumers. Upon contract award, Trans Metro's management team will focus its planning and operations experience to ensure a smooth, uneventful transition for the Santa Cruz Metro supplemental paratransit services and its passengers.

Our transition strategy begins with a detailed plan that places the highest priority on service continuity. As stated previously, hiring qualified employees will be our top priority. While transitioning service from one contractor can appear to be an ominous task, we have developed a very detailed approach to successfully completing a smooth transition. First, we organize our transition effort into the following task groups:

Group 1 – Building, facility, licensing and utilities

Group 2 – Equipment, furnishings, service equipment and maintenance equipment

Group 3 – Operations, policies and procedures

Group 4 – Recruiting: personnel processing

Group 5 – Training, instruction, compliance

Group 6 -Vehicles, inspections, service preparation

Group 7 – Accounting, payroll, accounts payable and receivable, general ledger

Group 8 – Task status review, weekly review of task completion schedule

Actual start-up planning will begin in advance of this schedule., We will also change this schedule as required to accommodate the Santa Cruz Metro and the present Contractor. Our transition management team will consist of our Project Manager, the Regional Operations Manager (Nelson Sosa) and Vice President of Operations (Michael Gurevich). They will be assisted by the corporate support staff, including Trainer(s), Maintenance Manager, IT staff and HR and Finance Director. Each team member

Santa Cruz Metropolitan Transit District
RFP For Supplemental Paratransit Services

will have specific tasks to be accomplished within each of the above groups, Frequent team meetings will be held to help ensure that the goals and objectives of the transition are being accomplished. This management team will meet on a weekly basis while the entire transition team is expected to meet at least twice a month or as required. There will be also frequent meetings with the Santa Cruz Metro staff to review project status and provide feedback regarding timeline events and tasks that have been completed. Key target dates will be set for the transition schedule with a task status review made at least weekly by our Regional and Project Managers to assure the completion of each task within the designated timetable. If the task review indicates that a task is behind the schedule, we will reallocate or assign additional resources to bring the task back on line for completion as scheduled.

We are committed to ensuring that the transition of the Santa Cruz Metro services occurs completely without impact on area consumers. This will involve establishing clear and consistent lines of communications with the Santa Cruz Metro and with the current contractor. We will act to minimize the potential for stress that the employees of the outgoing service provider may experience regarding the continuation of their work status. Communication with current employees, regarding their future work status, will be open and honest. We will make every effort to meet as frequently as necessary with all current employees”

Proposal Form Checklist

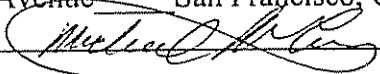
Attached to the Proposal Form are the following items:

- Section 1: Issued Agenda
- Section 2: RFP Appendix A, Disadvantaged Business Enterprise Utilization
- Section 3: Statement of Qualifications
- Section 4: References
- Section 5: Organizational Description
- Section 6: Proposed Staffing Plan
- Section 7: Description of Management Philosophy and Personnel Policies
- Section 8: Description of Management Information (Accounting and Reporting) System
- Section 9: Description of Insurance
- Section 10: Financial Statements
- Section 11: Description of transit bus and operations office cleaning program
- Section 12: Description of Safety Program
- Section 1.3: Description of Screening and Selection Program
- Section 14: Description of Training and Retraining Program
- Section 15: Time Schedule for Start-Up/Transition

Contractor: Trans Metro Express, Inc. Tax ID Number: 94-3350538

Phone: (415) 285-6945 Ext. 105 Fax (415) 285-6970

Address: 1446 21 Avenue San Francisco, CA 94122

Signature:  Date: -September 12, 2004

Title: -Vice President/COO-

COST PROPOSAL

\$45.50 per Dedicated Vehicle Service Hour (1 to 4 service hours per day)
4 (four) minimum service hours per day per Dedicated Service Vehicle*

* The number of dedicated service vehicles to be authorized by the Santa Cruz County Metropolitan Transit District.

\$38.50 per Dedicated Vehicle Service Hour (5 to 6 service hours per day)

\$36.00 per Dedicated Vehicle Service Hour (7 to 8 service hours per day)

\$35.00 per Dedicated Vehicle Service Hour (over 8 service hours per day)

Appendix A:

Application to obtain DBE Certification from Caltrans

UNTAGGED, MINORITY AND WOMEN BUSINESS ENTERPRISES APPLICATION**

001A (REV 3/2000)

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested information is voluntary. The principle purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct inquiries or information maintenance to your IPA Officer.

*** FAILURE TO INCLUDE THE FEDERAL EMPLOYER NUMBER MAY DELAY THE CERTIFICATION PROCESS. PROVIDING THE SOCIAL SECURITY ACCOUNT NUMBER IS VOLUNTARY IN ACCORDANCE WITH THE PRIVACY ACT OF 1974 (PL 93-579).**

1. PLEASE PROVIDE YOUR FEDERAL EMPLOYER ID NUMBER: **94-3350538** SOCIAL SECURITY NUMBER: **036-62-3875**
 TAX ID NUMBER

2. NAME OF FIRM: **METRO Express, Inc.**
 PHYSICAL ADDRESS: **444 Geary Blvd. #306** CITY: **SAN FRANCISCO** STATE: **CA** ZIP: **94118**
 MAILING ADDRESS: **446 21 Avenue** CITY: **SAN FRANCISCO** STATE: **CA** ZIP: **94122**

3. MAJORITY OWNER(S) NAME: **Subov L. Gurevich**

4. BUSINESS PHONE NUMBER (LIST ONLY ONE): **(415) 221-5961** 5. FAX NUMBER: **(415) 221-2590**

6. IS THE BUSINESS STREET ADDRESS OR THE BUSINESS PHONE NUMBER THE SAME AS THE RESIDENCE ADDRESS OR PHONE NUMBER? YES NO IF YES, PLEASE EXPLAIN IN ITEM 32 OR ATTACH AN ADDITIONAL SHEET

7. DOES BUSINESS AS IF CERTIFIED THIS NAME WILL APPEAR IN THE DBP/MBE/WBE LISTING? **FRASE METRO Express, Inc.**

8. CONTROLLING INTEREST (CHECK APPROPRIATE BOXES)

9. GROUP MEMBERSHIP

<input type="checkbox"/> ASIAN PACIFIC	<input type="checkbox"/> Macao	<input type="checkbox"/> India	<input type="checkbox"/> Portugal
<input type="checkbox"/> Burma (Myanmar)	<input type="checkbox"/> Malaysia	<input type="checkbox"/> Maldives Islands	<input type="checkbox"/> Puerto Rico
<input type="checkbox"/> Brunei	<input type="checkbox"/> Northern Marianas	<input type="checkbox"/> Nepal	<input type="checkbox"/> Spain
<input type="checkbox"/> Cambodia (Kampuchea)	<input type="checkbox"/> Nauru	<input type="checkbox"/> Pakistan	<input checked="" type="checkbox"/> NATIVE AMERICANS
<input type="checkbox"/> China	<input type="checkbox"/> Philippines	<input type="checkbox"/> Sri Lanka	<input type="checkbox"/> Aleuts
<input type="checkbox"/> Federated States of Micronesia	<input type="checkbox"/> Samoa	<input type="checkbox"/> BLACK AMERICANS	<input type="checkbox"/> American Indians
<input type="checkbox"/> Fiji	<input type="checkbox"/> Taiwan	<input checked="" type="checkbox"/> CAUCASIANS	<input type="checkbox"/> Eskimos
<input type="checkbox"/> Guam	<input type="checkbox"/> Thailand		<input type="checkbox"/> Native Hawaiians
<input type="checkbox"/> Hong Kong	<input type="checkbox"/> Tonga	<input type="checkbox"/> HISPANIC AMERICANS (Regardless of Race)	<input type="checkbox"/> SOCIALLY AND ECONOMICALLY DISADVANTAGED INDIVIDUALS
<input type="checkbox"/> Indonesia	<input type="checkbox"/> U.S. Trust Territories of the Pacific Islands (Republic of Palau)	<input type="checkbox"/> Cuba	<input type="checkbox"/> WOMEN
<input type="checkbox"/> Japan	<input type="checkbox"/> Vietnam	<input type="checkbox"/> Central or South America	<input type="checkbox"/> OTHER
<input type="checkbox"/> Korea	<input type="checkbox"/> ASIAN-SUBCONTINENT AMERICANS	<input type="checkbox"/> Dominican Republic	
<input type="checkbox"/> Kuwait	<input type="checkbox"/> Bangladesh	<input type="checkbox"/> Mexico	
<input type="checkbox"/> Laos	<input type="checkbox"/> Bhutan		

b. U.S. CITIZENSHIP: MS MS

c. PERMANENT RESIDENT: YES NO

d. GENDER: MALE FEMALE

DOCUMENTED EVIDENCE MUST BE SUBMITTED TO SUPPORT EACH OWNERS CLAIM OF MINORITY OR DISADVANTAGED STATUS.

9. TYPE OF OWNERSHIP (CHECK ONE): SOLE PROPRIETOR CORPORATION PARTNERSHIP LIMITED LIABILITY

DATE BUSINESS STARTED: **January 2000**

DATE INCORPORATED: **January 2000** STATE: **CA**

DATE OF AGREEMENT: _____

10. IS YOUR FIRM REGISTERED AS A SMALL BUSINESS BY THE SMALL BUSINESS ADMINISTRATION (SBA) UNDER SECTION 8(A) OF THE SMALL BUSINESS ACT? YES NO IF MS, ATTACH DOCUMENTATION

SBA CERTIFICATION EXPIRATION DATE: _____

11. NATURE OF THIS FIRMS BUSINESS: **TRANSPORTATION**

Appendix, B:

Department of CHP inspection report

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

P. O. Box 942839
Sacramento, California 94298-0001
(916) 375-2810
(800) 735-2929 (TDD)
(800) 735-2922 (Voice)



October 2, 2000

ASSIGNMENT OF CARRIER IDENTIFICATION NUMBER CA 202562

File No.: 42.A4048.LTR1

TRANS-METRO EXPRESS INC

1446 21ST AVE
SAN FRANCISCO, CA 94122

Your company has been assigned **Carrier Number CA 202562** in the California Highway Patrol's Management Information System of Terminal Evaluation Records (MISTER). This is an automated file pertaining to motor carriers operating in the State of California. MISTER gives the CHP immediate access to emergency information about your company. It also allows the CHP to make better use of its inspection personnel by monitoring the overall safety operations of carriers. This is done by collecting information regarding citations, **traffic** accidents, hazardous material spills, and terminal evaluation ratings.

Your assigned Carrier Number must be displayed according to Vehicle Code Section 34507.5 (e.g., on both sides of at least one vehicle in a combination as described in Section 34500, any motor truck of two or more axles that is more than 10,000 pounds gross vehicle weight rating, or any other motor truck or motor vehicle used to **transport** property for compensation). Carriers displaying any one of the following valid numbers on their vehicles(s) are not required to display a CA number: a CAL-T number issued by the **California** Public Utilities Commission to household goods carriers; a TCP or PSC number issued by the California Public Utilities Commission to passenger carriers; or a DOT, MC or **MX** number issued by the former Interstate Commerce Commission (ICC) or the Federal Highway Administration (**FHWA**), Office of Motor Carriers to truck and passenger carriers. The number must be legible from 50 feet during **normal** daylight hours (approximately **two** inches high) and in a **contrasting color** to the background.

Example of proper display: CA 202562

If you have any questions regarding your assigned Carrier Number or the requirement to display the number, please contact the CHP Golden Gate Division at (707) **648-4180**.

NEW TERMINAL INFORMATION <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	CA NUMBER 202562	FILE CODE NUMBER 297921	COUNTY CODE 38
CARRIER TYPE <input type="checkbox"/> Truck <input checked="" type="checkbox"/> Bus	CODE B	OTHER PROGRAM -	LOCATION CODE 3 3 5
			SUBAREA 4124

TERMINAL NAME
TRANS - METRO EXPRESS INC.

STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
640 CESAR CHAVEZ, SAN FRANCISCO, 94124

MAILING ADDRESS (NUMBER, STREET, CITY, ZIP CODE) (IF DIFFERENT FROM ABOVE)
1446 21ST AVE, SAN FRANCISCO, 94122

TELEPHONE NUMBER (W/ AREA CODE)
(415) 221-5961

LICENSE AND FLEET INFORMATION

LIC NO.	HWT REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	BUSES BY TYPE I- 11-10	DRIVERS 109
EXP DATE	EXP DATE	EXP DATE	REG CT	HW VEH	HW CONT	CSAT n Yes <input checked="" type="checkbox"/> No

EMERGENCY CONTACTS (In Calling Order of Preference)

EMERGENCY CONTACT (NAME) MICHAEL GUREVICH	DAY TELEPHONE NUMBER (W/ AREA CODE) (650) 444-9202	NIGHT TELEPHONE NUMBER (W/ AREA CODE) (415) 681-3772
EMERGENCY CONTACT (NAME) ARKADY GUREVICH	DAY TELEPHONE NUMBER (W/ AREA CODE) (415) 221-5961	NIGHT TELEPHONE NUMBER (W/ AREA CODE) (415) 681-3772

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL FOR LAST YEAR (2002)

A UNDER 15,000	EI 15,001 - 50,000	C 50,001 - 100,000	D 100,001 - 500,000	E 500,001 - 1,000,000	F 1,000,001 - 2,000,000	G 2,000,001 - 5,000,000	H 5,000,001 - 10,000,000	I MORE THAN 10,000,000
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OPERATING AUTHORITIES

PUC	T.	T.	<input type="checkbox"/> TCP <input type="checkbox"/> PSC	<input type="checkbox"/> TCP <input type="checkbox"/> PSC	US DOT NO.
<input type="checkbox"/> MC <input type="checkbox"/> MX	<input type="checkbox"/> MC <input type="checkbox"/> MX	<input type="checkbox"/> MCP	<input type="checkbox"/> Yea <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	REASON FOR INSPECTION "N/A" "B" BUS TERMINAL INSP.	

INSPECTION FINDINGS

REQMTS	VIOL	INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = NM Applicable								
		MAINTENANCE PROGRAM		DRIVER RECORDS		REG. EQUIPMENT		HAZARDOUS MATERIALS		TERMINAL
MAINTENANCE PROGRAM	1	1 U 2 U 3 S 4 S	1 U 2 U 3 S 4 S	1 U 2 U 3 S 4 S	1 U 2 U 3 S 4 S	1 A 3 A	1 U 2 U 3 S 4 6			
DRIVER RECORDS	2	No. 5 Time 2.5	No. 9 Time 1.5	No. 5 Time 4.0	TIME A		TIME IN 12:30	TIME OUT 16:30		
DRIVER HOURS		HAZARDOUS MATERIALS <input checked="" type="checkbox"/> No H/M Transported <input type="checkbox"/> No H/M violations noted		CONTAINERS/TANKS No. - Time -		VEHICLES PLAC Vehicles 2 -		OUT-OF-SERVICE		
BRAKES		REMARKS CONTINUED ON NEXT PAGE								
LAMPS & SIGNALS										
CONNECTING DEVICES										
STEERING & SUSPENSION										
TIRES & WHEELS	2									
EQUIPMENT REQUIREMENTS	2									
CONTAINERS & TANKS										
HAZARDOUS MATERIALS										

BIT OR NON-BIT

FEE DUE Yes No

CHP 345 CHP 100D COL

INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
SAME

INSPECTED BY (NAME)
RON BENYON

ID NUMBER
A10656

INSPECTION DATE(S)
JUNE,

SUSPENSE DATE
 Auto None

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 5), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at **(707) 648-4180** within 5 calendar days of the rating.

CURRENT TERMINATING
Satisfactory

CARRIER REPRESENTATIVE'S SIGNATURE
Michael A. Gurevich

DATE

CARRIER REPRESENTATIVE'S PRINTED NAME
Michael A. Gurevich

TITLE
VP / General Manager

DRIVER LICENSE NUMBER

STATE

Appendix C:

Financial Statements ending 1st quarter 2004

Financial Statements

March

2004

Compiled by

Jasper L. Tran, CPA

1405 Huntington, Suite 160, South San Francisco, CA 94080

Tel: 650-589-4525 Fax: 650-589-4522

Jasper L. Tran, CPA

Tram-Metro Express, Inc.

June 21, 2004

Board of Directors

I have compiled the accompanying statement of assets, liabilities, and equity — income tax basis of Tram-Metro Express, Inc. as of **03/31/04**, and the related statement of revenues, expenses, and retained earnings — income tax basis for the current month and the 3 months then ended, in accordance with Statements **on** Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The **financial** statements have been prepared on the accounting basis use by the Company for income tax purposes, which is a comprehensive basis of accounting other **than** generally accepted accounting principles.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying **financial** statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures ordinarily included in **the** financial statements prepared on the income tax basis of accounting. If the omitted disclosures were included **in** the financial statements, they might influence the user's conclusions about the company's assets, liabilities, equity, revenue, and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

Jasper L. Tran, CPA

1405 Huntington Avenue, Suite 160, South San Francisco, CA 94080

Phone: (650) 589-4525 • Fax: (650) 589-4522

Email: JasperTran@yahoo.com

DRAFT

TRANS-METRO EXPRESS, INC.
Balance Sheet
As of March 31, 2004

	Mar 31.04
ASSETS	
Current Assets	
Checking/Savings	
1000 · Citl Bank-Checking	104,774.30
1100 · Citl Bank-Savings	180,027.43
Total Checking/Savings	284,801.73
Accounts Receivable	
1200 · Accounts Receivable	400,500.00
Total Accounts Receivable	400,500.00
Other Current Assets	
1510 · Employee Advances	2,000.00
Total Other Current Assets	2,000.00
Total current Assets	687,301.73
Fixed Assets	
1600 -Equipment	10,467.79
1610 · Acc. Dep. · Equipment	(7,140.00)
Total Fixed Assets	3,327.79
Other Assets	
1800 · Deposits-Auto	105,504.00
Total Other Assets	105,504.00
TOTAL ASSETS	796,133.52
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
1900 "Accounts Payable	43,152.00
Total Accounts Payable	43,152.00
Other Current Liabilities	
2100 Payroll Liabilities	(14,388.39)
2300 · Advances From/(To) Shareholders	(169,039.30)
Total Other Current Liabilities	(183,427.69)
Total Current Liabilities	(140,275.69)
Total Liabilities	(140,275.69)
Equity	
3000 Capital Stock	40,000.00
3100 · Retained Earnings	305,845.76
3200 · Distribution	(4,945.86)
Net Income	5X5,509.31
Total Equity	936,409.21
TOTAL LIABILITIES & EQUITY	796,133.52

DRAFT

TRANS-METRO EXPRESS, INC.

Profit & Loss

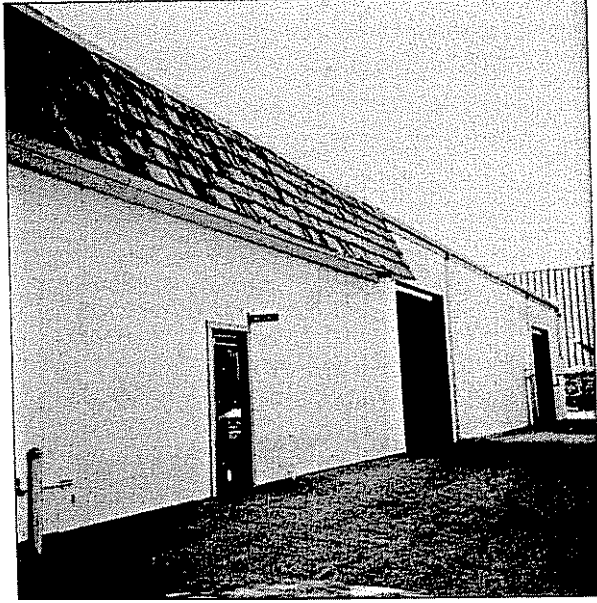
January through March 2004

	Jan - Mar 04
Ordinary Income/Expense	
Income	
4000 • SF Paratransit	310,349.37
4010 • SFUSD	0.00
4030 • GGRC	993,189.28
4060 Special SVS	0.00
4070 • Misc.	0.00
Total Income	1,303,538.65
Expense	
6000 Advertising	1,424.57
6110 • Automobile Expense	
6112 • Auto Leasing	103,760.73
6114 • Auto Registration	21.00
6115 • Auto Repairs	11,286.74
6116 Auto Gasoline	76,020.78
6110 • Automobile Expense - Other	11,615.29
Total 6110 Automobile Expense	202,704.54
6120 • Bank Service Charges	160.60
6130 • Commission	14,017.62
6150 • Depreciation Expense	360.00
6160 • Insurance	
6182 • Health Insurance	4,269.65
6185 • Liability Insurance	90,051.83
6180 • Insurance -Other	103.13
Total 6160 • Insurance	94,444.61
6230 Licenses and Permits	1,179.00
6255 • Outside Services	39,292.47
6290 Rent	16,200.00
6340 • Telephone	2,220.04
6390 • Utilities	
6400 Gas and Electric	303.16
6410 • water	980.56
Total 6390 • Utilities	1,293.76
6550 Supplies	5,659.14
6560 • Payroll Expenses	270,393.34
6620 • Taxes	
6840 • Payroll Taxes	37,558.24
6850 • Local Taxes	7,972.53
Total 6820 • Taxes	45,530.77
Total Expense	694,880.66
Net Ordinary Income	608,657.99
Other Income/Expense	
Other Income	
7010 • Interest Income	1,500.99
Total Other Income	1,500.99
Other Expense	
6010 Other Expenses	14.44467
8020 • Penalties & Fine	205.00
Total Other Expense	14,649.67
Not Other Income	(13,146.66)
Net Income	595,509.31

DRAFT

Appendix D:

Photographs of the proposed operations parking facility and
operations office



Appendix E:

Letters of Reference



August 1, 2000

To Whom It May Concern:

Semax Transportation has been providing services for our facility for many years. My experience with the company has been since late 1997.

I have found the company to be professional, forthright and customer service-oriented. We have consistently maintained a good and positive relationship with Semax. The manager is cooperative and routinely available for problem solving and service improvement. We are able to meet as often as needed regarding any issues of concern for Laguna Honda, SFGH, and Semax.

Semax addresses complaints and service issues promptly and equitably. I find their philosophy toward good customer service to be exercised all the time.

I can recommend this company without reservation.

A handwritten signature in black ink that reads "Alexander J. Hines".

**Alexander J. Hines
Director of Admissions
& Patient Financial Services**

AJH:wp

EMPLOYMENT PLUS

A Division of Fox Vocational Services

1100 Geneva Avenue, San Francisco, CA 94112

Telephone: (415) 587-4018

Fax: (415) 587-5240

February 12, 2003

Mr. Nelson Sosa, Operations Manager
Trans Metro Express
1446 - 21st Ave.
San Francisco, CA 94122

Dear Nelson,

A quick note of thanks for the outstanding transportation services you are providing to the passengers who attend Employment Plus. The transition from MV to Trans Metro Express has been completed and the passengers, their care providers and we are extremely pleased with the on-time arrivals and departures you have so solidly established.

Please pass along our appreciation to your driver, Ghia, and Kathie, who has been immediately responsive to our telephone inquiries and exchanges of information. And please, keep up the good work!

Very truly yours,


HILARY GOLD, M.P.A.
Executive Director

cc: Kevin McNay, Manager of Customer Relations and Contract Compliance
ATC, Paratransit Broker

TOTAL P. 01



**RUSSIAN-AMERICAN COMMUNITY
SERVICES ASSOCIATION**

Trans-Metro Express has been providing paratransit services to our agency since April 2000. We have consistently maintained positive, good working relationship with Trans-Metro Express. The management and staff are professional and cooperative. They are always available for customer service.

Trans-Metro Express works in close cooperation with Semax Transportation. Besides the paratransit "group van" transportation these companies also provide non-emergency medical facilities and appointments.

We enjoy working with Trans-Metro Express and recommend this company without reservation.

Nina Martini
Russian-American Community Services

for Nick Buick

300 Anza Street
San Francisco, CA 94118
415-387-5336
FAX 415-387-5357

... to the San Francisco Commission on the Aging

8/15/2000

To whom it may concern:

Subject- Paratransit Services for Frail Seniors

RACS has been a provider of senior services since 1977. Our programs include congregate meals and social, community services. Instead of owning, operating vehicles for door transportation we have been relying on various providers through the Paratransit Broker. The funding is indirect. RACS seniors' trips are somehow reimbursed with Commission on the Aging and Muni funds through the broker to the provider. Since we never actually touch the money, it is of little concern to us. We are concerned with the service aspect only.

In the past, we have had ongoing, constant problems with MV Transportation. It got to the point that our seniors were reluctant to come to our site for lunch. Sometimes the drivers got lost, and the senior passengers had to tell the driver where to turn. Other incidents included seniors not picked up- left standing on the sidewalk, erratic timetables, unreliable vehicles, and finally culminating with a senior being pushed up by the butt onto a bus because the driver did not have a stepping stool to accommodate the passenger.

It was a major relief when the Paratransit Broker's office acceded to our request to change providers. SEMAX became our new provider. The results are impressive. To date,

- not a single senior has been forgotten or lost;
- all the pick ups and deliveries have been timely;
- the drivers are courteous and helpful, how refreshing;
- our senior trips are up because our frailest senior clients WANT to come to our site now;
- SEMAX staff has been very cooperative with our staff in scheduling and meeting our needs;
- SEMAX gives us the services when and how we need them instead of RACS having to schedule to meet the windows offered by the previous provider.

As Executive Director, I am appreciative for three reasons. First of all, my seniors are happier. Second, it has reduced the juggling our staff had to make previously in having events moved to comply with transportation availability. Third is that now we are moving forward into increasing services to the frailest seniors because transportation needs are now a tool, no longer an obstacle.

Any interested party may, of course, interview our clients for their versions of before vs. after, as well as compare our records for numbers of rides provided. We are grateful to SEMAX and to the Paratransit Broker's Offices for the changes which have resulted in improved services.

City and County of San Francisco



1000 Selby Street San Francisco, CA94124

Tel: (415) 695-5725

Fax: (415) 6955759

February 11, 2004

To Whom It May Concern:

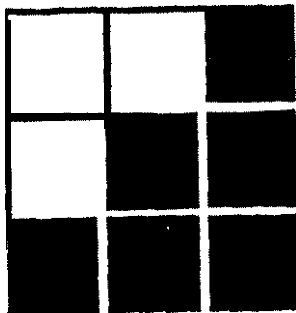
I am writing this letter to recommend **Trans** Metro Express. Trans Metro Express has been providing service to the San Francisco Unified School District (**SFUSD**) since 2001. Trans **Metro Express** was able to manage a very smooth transition from the previous provider, MV **Transportation**. Trans Metro Express **staff** is very professional and dedicated to provide good service. It is a pleasure to recommend this company.

Sincerely,

A handwritten signature in cursive script that reads "Marie Mallari".

Marie Mallari
Transportation Coordinator
San Francisco Unified School District

Cc: Dennis **F.** Garden
Director, Transportation Department
SFUSD



The Arc San Francisco
 1500 Howard Street • San Francisco, CA 94103
 (415) 255-7200 Fax 255-9488
 www.thearcsanfrancisco.org

February 2, 2004

To Whom It May Concern,

BOARD OF DIRECTORS

Greg Murphy
 President

Pat Napolitano
 Vice President

Ian MacNeil
 Secretary

Dan Marx
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Members
 Ken Chow
 Bernadette Corpuz
 Jackie Kenley
 Noah Kessler
 Corner Marshall
 Leisa Romero
 Andy Varns

EXECUTIVE DIRECTOR

Patricia Kemering

It is **with** pleasure **and enthusiasm** that I address the **satisfaction** with service that my **agency** and our clients receive **from Trans Metro Express**.

On November 1, 2002 Trans Metro Express took over the Croup Van **Paratransit services for** our two sites, one on Howard St and one on Bay St.

Up until this time and for over ten years, we were being served by another provider **who was consistently** unable to provide reliable service.

For years we met to do all kinds of things to improve service **and** spent hundreds of hours **trying** to "make it work". For all **the** time, **energy** and expertise put **forth** we were still unable to reach a level of **service** satisfaction.

I can't express how happy I **am** that our clients **and** their families are **receiving** the service they need **and** deserve. That is, safe **and reliable** service and **from** a company that **listens** to and responds to our **concerns** and feedback.

Michael **Gurevich** provides **the kind** of leadership that is needed in running a complex service delivery system as Croup Van.

Many of the clients receiving this service are **frail** and need extra **support specific** to their **disabilities**. I feel that Michael and his staff understand their special needs.

I **highly** recommend to any service provider looking for transportation services to look **into Trans Metro Express** and to feel **free** to **contact** me for a reference.

Sincerely,

Jay Cohen

Leader of Integrated Services **and** Intake and Transportation Manager

MEMBER
 California Rehabilitation
 Association
 Arc California
 The Arc of the United States
 The United Way
 Combined Federal Campaign

1951-2001, 50 Years of Service

The Resource For People with Developmental Disabilities
 Accredited by Commission on Accreditation of Rehabilitation Facilities



3370 Casey Blvd
San Francisco CA 94110
USA

www.gambro.com

Tel 415 668 9991

Fax 415 668 0425

To Whom It May Concern:

GAMBRO Healthcare is an outpatient dialysis unit. We provide Life-sustaining hemodialysis treatments to patients who are diagnosed with End Stage Renal Disease,

We have **some** fragile patients that are unable to **come to our** units independently without **assistance**. Some of these patients utilize **SEMAX** Transportation as a **means** to meet their hemodialysis treatments.

GAMBRO Healthcare views **SEMAX** Transportation to be reliable and able to **meet** patients needs *to arrive on time* and safely to the dialysis unit. They **are** very **courtemus** and **professional**.

If there are any questions or **concerns**, please call the clinical manager, at #415-668-9991.

Yours Truly,

A handwritten signature in black ink, appearing to read 'Joel Escalada', written over a circular stamp or mark.

Joel Escalada, RN
Clinical Manager

Appendix F:

Supervisors' and Vehicle Operators' Report Forms



OBSERVATION REPORT

DATE: ___/___/___

Examiner Observed Examiner Unobserved Report Transmittal # _____Driver Same: _____ Provider: _____ VAN SUB

Driver's License # _____ Class _____ Expiration Date _____ - Vehicle # _____ / _____

Prov _____

Location: _____ Area: _____ Time: _____ Trip Auth # _____

Rider: _____ Scheduled Time: _____ Vis. Imp. Amb. W/C Wlkr. Other _____

(Circle one)

LEGEND

0 = Not Observed or Applicable / 1 = Good 2 = Acceptable 3 = Needs Improvement 4 = Retraining Required 5 = Failure

A. <u>RIDE CHECK</u>	<input type="checkbox"/>
1 Proper positioning for Pick-up / Drop-Off	_____
2 Check passenger identification	_____
3 Proper assistance with boarding / alighting	_____
4 Proper passenger securement	_____
5 Proper collection of fare / passenger count	_____
6 Checks passenger before moving vehicle	_____
7 Proper use of seat belt	_____
8 Accelerates smoothly	_____
Maintains proper speed and following distance	_____
9 Proper use of turn signals	_____
10 Makes proper turns	_____
11 Aware of road / driving conditions	_____
12 Proper approach at traffic controls	_____
13 Stops vehicle smoothly	_____
14 Correct positioning at stops	_____
15 Checks traffic before moving, after stops	_____
16 Proper speed for conditions	_____
17 Card Holder	_____
18 B - B Pathogen kit	_____

B. <u>VEHICLE CHECK</u>	<input type="checkbox"/>
1 General exterior condition	_____
2 signage	_____
3 Exterior lights	_____
4 Windows / windshield / wipers	_____
5 Tires / wheels / lug nuts	_____
6 Doors and mirrors	_____
7 License plates and registration	_____
8 Proof of insurance	_____
9 General interior	_____
10 Passenger entry	_____
11 Mobility Device ramp / lift / cover	_____
12 Seats / seat belts	_____
13 Brakes / parking brake	_____
14 Air conditioning	_____
15 Horn / interlock warning lights	_____
16 Mobility Device securement straps stowed	_____
17 Tie Down: Condition, Qty. (____)	_____
18 First Aid Kit	_____

C. <u>DRIVER CHECK</u>	<input type="checkbox"/>
1 Possession of proper valid driver's license	_____
2 Valid medical certificate	_____
3 Illegal maneuver or violation of the law	_____
4 Violation of _____ Provider Policy	_____
5 Proper uniform and identification	_____
6 Vehicle inspection report complete	_____
7 Proper completion of Trip Sheet	_____
8 Street Guide	_____
9	_____

D. <u>MOBILITY DEVICE CHECK</u>	<input type="checkbox"/>
1. Proper vehicle positioning for pick-up / drop-off	_____
2. Transmission "park" / emergency brake set	_____
3. Proper assistance with boarding / alighting	_____
4. Proper positioning of mobility device within vehicle	_____
5. Proper securement of mobility device	_____
6. Proper application of mobility device brakes	_____
7. Proper use of lap restraint sea belt	_____
a	_____

Examiner Comments: _____

EXAMINER: _____ EXAMINER SIGNATURE:-- _____

REPORT OF ACCIDENT



03-98031

Your Name: _____ Age: _____ Date of Birth: _____ Social Security # _____

Address _____ City _____ State _____ Zipcode _____

Telephone: Home _____ Business: _____ Driver's License Number: _____

Name and address of employer: _____ Occupation: _____

Are you married? _____ If yes, give full name of spouse: _____

Your insurance carrier for bodily injury and property damage:

Name: _____ Policy Number: _____

Address: _____ City: _____ State: _____ Zip: _____

Date of Accident: _____ Time: _____ M. Place of Accident: _____

Your Vehicle: Year: _____ Make: _____ Model: _____ License Number: _____ State: _____

Name and address of Registered Owner: _____

Name and address of Driver: _____

Was driver on errand for owner? _____ If yes, for what purpose? _____

Occupants of your vehicle:

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

Were you hurt? _____ Was anyone hurt? _____ If so, give the num., address and telephone number of other person(s) injured:

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

Were seat belts installed in your vehicle? _____ Give name(s) of occupant(s) of your vehicle not using seatbelts: _____

Nature of your injuries: _____

Name, address and telephone number of doctor: _____

Where does injured person work? _____ Occupation: _____

CONTINUED ON OTHER

is, address and telephone number of all witnesses (other than occupants of your vehicle):

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

If after dark, were all vehicles lighted? _____ Condition of road? _____ Weather conditions: _____

Did you report accident to Police? _____ Police Department address: _____

Was anyone charged? _____ Who? _____ Charges: _____

Are you making a claim? _____ Against whom? _____ For what amount: \$ _____

Itemize parts of your vehicle which were damaged in the accident:

Where can your vehicle be seen during the day? _____

State full details of how accident happened:

Signature: _____, _____, _____ Date: _____

FOR YOUR PROTECTION, CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:

Section 556, Insurance Code. It is unlawful to: (a) Present or cause to be presented, any false or fraudulent claim for the payment of a loss under contract of insurance. (b) Prepare, make, subscribe any writing, with intent to present or use the same, or allow it to be presented or used in support of any such claim. Every person who violates any provision of this section is punishable by imprisonment in the State Prison, not exceeding three years, or by fine exceeding \$1,000.00, or by both.

DAILYBUSREPORT

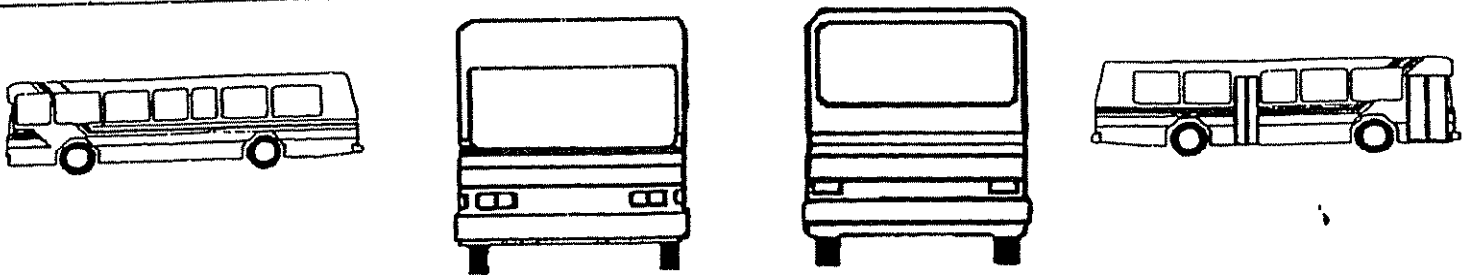
Bus/Vehicle # _____ Day: : _____ Total Miles _____

Driver 1	Driver 2	Driver 3	Yard _____
Miles (End Yard) _____	Miles (End Yard) _____	Miles (End Yard) _____	Revenue _____
Miles (End Route) _____	Miles (End Route) _____	Miles (End Route) _____	Quantity _____
Miles (Sun Route) _____	Miles (Sun Route) _____	Miles (Start Route) _____	O i l _____
Miles (Start Yard) _____	Miles (Start Yard) _____	Miles (Start Yard) _____	Fuel _____

Daily Check List Check (✓) if O.K. If Defective, mark (X) All defects must be described on bottom of DBR

	Driver 1	Driver 2	Driver 3		Driver 1	Driver 2	Driver 3
Air System				16 Emergency Brake			
Belts/Hoses				17 Seat Belts			
Oil Level				18 Clean Interior			
Water Coolant				19 Passenger Seats			
Water/Oil Leaks				20 Hand Rails			
Tires/Lug Nuts				21 Modesty Panels			
Head Lamps				22 Gauges:			
Turn Signals				Oil Vacuum			
Hazard Lights				Amp Temperature			
10 C I - Lights				Air Speedometer			
11 Brake Lights				23 Vehicle Shut Down			
12 Backup Lights				24 Fire Extinguisher			
13 Glass (All) & Mirrors				25 First Aid/Accident Kit			
14 Clean Exterior				26 Emergency Reflectors			
15 Proper Decals				27 W/C Ties/Restraints			
16 Brake Pedal				28 Transfers/Schedules			
17 Air Gov. Cut In & Out				29 Chimes			
18 Stat. Air Press. Loss				30 Vault Check			
18a Applied Air Press. Lost				SUPPRESSION SYSTEM			
19 Low Air Press. Warning				31 Fuel Gauge			
20 Backup Beep/Horn				31 Horn			
21 Emergency Exit				33 Registration			
22 W/C Lift & Cover				34 Insurance Sticker			
23 Passenger Door				35 Current Vehicle Cert.			
24 Heater/Defroster/AC				(SPAB/GPPV)			
25 Wipers				36 Flashlight CAMERA			

Body Damage Description: _____



Defect number and brief explanation, or other comments: _____

Date: _____ R.O.#: _____ Technician: _____

White - Maintenance Department
Yellow - Dispatch (after repairs)
Pink - Dispatch

Appendix G:

Department of Motor Vehicles,

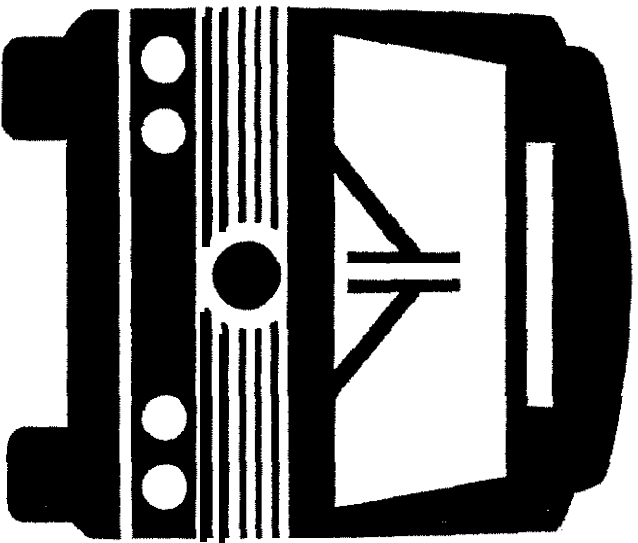
Public Utilities Commission of the State of California

Secretary of the State of California

OFFICIAL BUS DRIVER'S

VEHICLE INSPECTION REPORT

Deluxe Duplicate Copy Book



month: _____ year: _____

driver: TRANSMEIRN EXPRESS

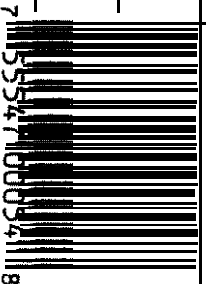
INCORPORATED

company: 1446 21 AVENUE

SAK FRANCISCO CA 94122

vehicle: _____

number: _____



25B 902
Rev 10/93

45-day Bus Inspection

45-DAY BUS INSPECTION

INFORMATION

COACH# BLUE BUS #88
MAKE ~~B-450~~ Ford

ENGINE

- Check fuel lines for leaks
- Check fuel tank for leaks & mounting
- Check ● n@tne for oil leaks
- Check manifold for exhaust leaks
- Check cooling system Car leaks
- Check ● d adjust bolts
- Check air eleensr
- Check engine mounts

DRIVE TRAIN

- Check exhaust pipe & Muffler
- Check drive line & universal joints
- Check transmission mounting & seals
- Check Clutch Clearance _____
- Check Trans & Diff For oil level
- Check drive shaft for guard

CHASSIS

- Check axle flanges and studs
- Check & tighten wheel lugs
- Check steering arms, drag links, tie rod ends
- Check springs, shackles, U bolts
- Check steering gear mounts & oil

BRAKES

- Check condition of lines & tubing
- Check hydraulic system for leaks
- Check lining, drums, and adjustment
- Check pneumatic check valve
- Check parking brake

BODY

- Check emergency door/Signs
- Check door operations
- Check fire srtinguirhar & first aid
- Check loose grab rails
- Check flooring condition
- Check doors & sensitive edges
- Check wipers & blade.
- Check body & seats
- Check mirrors
- Check tires

ELECTRICAL

- Check operation of instruments
- Check drive lights
- Check warning devices
- Check horn
- Check directional signal b hazards
- Check electrical wiring & cables

COMMENTS (write comments at the back of this sheet)

CONFIRMATION

DATE 1-28-03 MILEAGE 03563 NEXT INSPECTION NEET 4/12/03

INSPECTION DONE BY T. Q. - 242 PHONE 303-2778

Signature of Inspector

Verified by Operator



DRIVER CERTIFICATION REPORT

Driver's Name: _____

Social Security Number: _____

Service Provider: _____

Date Completed

Item

Moving Violation Record (MVR)

Criminal Record Check showing no felony convictions

Physical Exam with results showing no disqualifying defects. Must be on DOT form or equivalent

Dmg Test results showing negative

California Class B Driver's License

DL #: _____

Expiration Date: _____

Photocopy in file ? yes no

TRAINING DOCUMENTATION

Passenger Assistance and Sensitivity Training including instruction in special equipment operation

National Safety Council DDC-4 or equivalent

Sensitivity Training

Operating Procedures Training

American Red Cross First Aid/CPR

Local Geography

Documentation for each required item must be kept in driver's personnel file.

Certified By: _____

Date: _____

Date _____

Time _____

Location _____

Driver _____

Vehicle # _____

Run # _____

ON SIGHT OBSERVATION

Driver

Passenger Loading and Unloading

- In _____ Uniform
- _____ Badge
- _____ Overall Attitude
- _____ Other

- Ignition is Shut Off
- Provides Assistance
- Proper Lift Operation
- Lift Cover On
- WC/Passenger Securement
- Line of Sight
- Other

Vehicle Maintenance

- Exterior _____ Cleanliness
- _____ Interior Cleanliness
- Seats _____ and Seat Belts
- _____ Emergency Equipment
- Vehicle _____ Registration & Insurance
- _____ Body Damage
- _____ other

Unannounced Follow Along

- Observe _____ Traffic Laws
- _____ Speed
- _____ Defensive Driving
- _____ Freeway
- _____ Parking
- _____ Other

Comments _____

Monitor Name _____

COMPLAINT/INCIDENT REVIEW FORM
Complete For Each Complaint/Incident

Provider, upon receipt of complaint, complete Sections I, II and III, and forward to Intelitran. Upon completion of specific corrective action, complete Section IV and forward to Intelitran.

SECTION I

Service Provider: _____	Date: _____	
Service Date of Complaint/Incident _____	Trip # _____	Run # _____
Driver Involved: _____ (Last Name)	_____ (First Name)	
Vehicle Involved _____		
Passenger Name: _____ (Last Name)	_____ (First Name)	

SECTION II

Investigation Results: _____

SECTION III

Corrective/Disciplinary Action to be Taken _____

Date Forwarded to _____ Signature _____

SECTION IV

Corrective/Disciplinary Action Completed _____

Date Forwarded to _____ Signature _____

Daily Incident Report

Date of Incident: _____ / _____ / _____ Time: _____ A.M. P.M.

Provider: _____ Run#: _____ Trip#: _____

Driver: _____ Passenger: _____

INVOLVING PAX Check All
That apply

Bumped Head Boarding
or Exiting _____

Fell Out of Wheelchair _____

Fell Exiting Vehicle _____

Fell Outside Vehicle _____

Lift Door Hit Object _____

Lift Door Hit Person _____

Scooter Tipped Over _____

Wheel Stuck in Mud _____

OTHER: Specify below _____

RIDER POLICY VIOLATION Check All
That Apply

Defacing Vehicle _____

Fare Evasion _____

Moving Vehicle: Attempt to exit _____

Moving Vehicle: Opened Door _____

Physical Abuse _____

Seatbelt (Refused, Undid, eta) _____

Too Many Items to Transport _____

Upset with Trip Route _____

Verbal Abuse: To Another Pax _____

Verbal Abuse: To Driver _____

OTHER: Specify below _____

Incident: _____

Supervisor Comment/Action Taken: _____

Date: _____ / _____ / _____

Supervisor

ACCIDENT EVALUATION REPORT

Date of Accident _____ Driver: _____

Was driver given a citation: YES NO If yes, what was the charge(s)? _____

Number of accidents this driver has had since January 1st: _____

Was this accident preventable? (even if driver was not deemed at fault) YES NO

Explain why the accident was or was not preventable (were proper safety cushion and defensive driving techniques used?)

Was anyone immediately transported to a medical treatment facility or fatally injured? YES NO

Did any involved vehicle require a tow from the collision site? YES NO

Was driver sent for post-accident drug test? YES NO

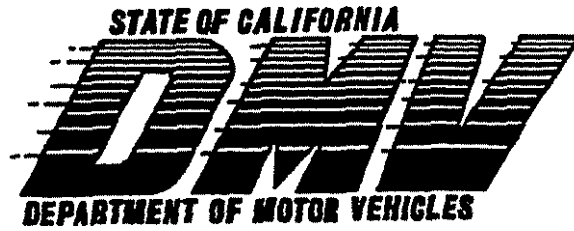
Action taken (counseled, retrained, terminated, etc): _____

Comments: _____

Complete the conditions information below regarding this accident:

SECTION 2 - CONDITIONS							
VEHICLE ACTION	NO. 1	NO. 2	PASSENGER ACCIDENT	NO. 1	NO. 2	VISION OBSCURED	ROAD SURFACE
Going Straight	<input type="checkbox"/>	<input type="checkbox"/>	No Passengers	<input type="checkbox"/>		Not Obscured	Dry <input type="checkbox"/>
Changing Lanes	<input type="checkbox"/>	<input type="checkbox"/>	Boarding	<input type="checkbox"/>		Rain/Snow/Ice	Wet <input type="checkbox"/>
Making Right Turn	<input type="checkbox"/>	<input type="checkbox"/>	Alighting	<input type="checkbox"/>		Buildings	Flooded <input type="checkbox"/>
Making Left Turn	<input type="checkbox"/>	<input type="checkbox"/>	Seated	<input type="checkbox"/>		Sign Board	Other <input type="checkbox"/>
Slowing/Stopped	<input type="checkbox"/>	<input type="checkbox"/>	Tripped on _____	<input type="checkbox"/>		Parked Vehicles	
Pulling from Curb	<input type="checkbox"/>	<input type="checkbox"/>	Body/Appendage	<input type="checkbox"/>		Moving Vehicles	
Pulling to Curb	<input type="checkbox"/>	<input type="checkbox"/>	Impacted _____	<input type="checkbox"/>		By Headlights	
Standing w/Driver	<input type="checkbox"/>	<input type="checkbox"/>				By Sunlight	
Standing w/o Driver	<input type="checkbox"/>	<input type="checkbox"/>				Other _____	
Backing	<input type="checkbox"/>	<input type="checkbox"/>					
Other _____	<input type="checkbox"/>	<input type="checkbox"/>					
TRAFFIC CONTROL	NO. 1	NO. 2	TURN SIGNALS	NO. 1	NO. 2	LIGHTING	
Stop Sign	<input type="checkbox"/>	<input type="checkbox"/>	Left Turn Signals On	<input type="checkbox"/>	<input type="checkbox"/>	Daylight	<input type="checkbox"/>
Working Lights	<input type="checkbox"/>	<input type="checkbox"/>	Right Turn Signals On	<input type="checkbox"/>	<input type="checkbox"/>	Dawn	<input type="checkbox"/>
Officer/Flagman	<input type="checkbox"/>	<input type="checkbox"/>	4-Way Flashers On	<input type="checkbox"/>	<input type="checkbox"/>	Dusk	<input type="checkbox"/>
Railroad Crossing Gate	<input type="checkbox"/>	<input type="checkbox"/>				Dark	<input type="checkbox"/>
Railroad Flashing Light	<input type="checkbox"/>	<input type="checkbox"/>				Artificial	<input type="checkbox"/>
None	<input type="checkbox"/>	<input type="checkbox"/>					
Other _____	<input type="checkbox"/>	<input type="checkbox"/>					
			VEHICLE SPEED				
			POSTED SPEED LIMIT	---	---		
			LANES OF TRAVEL	---	---		

Evaluator's Name: _____ Title: _____ Date of Report: _____



EMPLOYER PULL NOTICE PROGRAM

INFORMATION AND ENROLLMENT INSTRUCTIONS

A Public Service Agency

PUBLIC UTILITIES COMMISSION of the STATE OF CALIFORNIA

REGISTRATION CERTIFICATE to OPERATE AS A PRIVATE CARRIER OF PASSENGER
UNDER SECTION 4005 OF THE PUBLIC UTILITIES CODE

FILE NO. CA 282562

TRANS-METRO EXPRESS INC
MICHAEL A. GUREVICH
1446 21ST AVE
SAN FRANCISCO CA 94122 -

(38)

The above-named private Carrier, having made written application to the Public Utilities Commission of the State of California to register its operation as a PRIVATE CARRIER pursuant to the Private Carriers of Passengers' Registration Act (Sections 4001 through 4022 of the public Utilities Code), and having complied with said code, is granted this certificate of registration authorizing the operation of vehicles as defined in section 4001 of the public Utilities Code and Sections 4008 and 34500 of the Vehicle Code (defined vehicles), over the public highways of the State of California, subject to the following conditions:

- (1) No defined vehicle or vehicles shall be operated by said Private carrier unless adequately covered by a public liability and property damage insurance policy as required by Section 4010 of the public Utilities Code and the Commission's General Order Ib. 160 series.
- (2) All defined vehicles operated pursuant to this registration shall display the carrier identification number (CA number) as required by Section 4015 of the Public Utilities Code and 34507.5 of the Vehicle Code.
- (3) This registration certificate is subject to suspension or cancellation as provided by Sections 4010 and 4022 of the Public Utilities Code.
- (4) If said Private Carrier's business type changes, for example from a proprietorship to a corporation, said private Carrier must re-register its operations with this Commission.
- (5) An annual renewal fee of Thirty Dollars (\$30.00) for private carriers transporting passengers shall be Paid to this Commission upon receipt of the annual renewal fee invoice.
- (6) Said Private Carrier shall comply with all Commission orders, rules, directions and requirements governing transportation operations under the private Carriers of Passengers' Registration Act including the Commission's General Order No. 160 series.

Dated this 23 day of FEBRUARY, 2001.

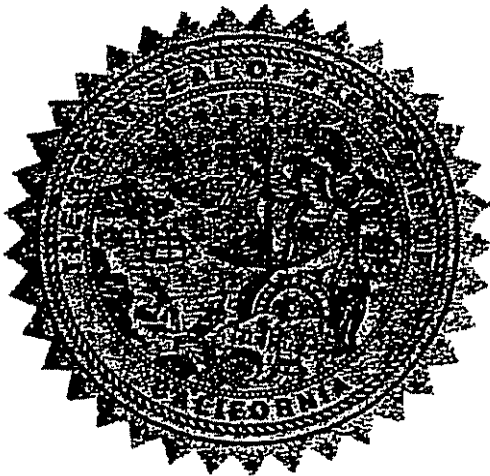
Rail Safety and Carriers Division
License Section - private Carrier Unit

State of California

SECRETARY OF STATE

I, **BILL JONES**, Secretary of State of the State of California, hereby certify:

That the attached transcript of ____ page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

Bill Jones

Secretary of State

2079109

ARTICLES OF INCORPORATION

FEB 27 1977

COUNTY OF SAN FRANCISCO

I

The name of this corporation is **TRANS-METRO EXPRESS, INC.**

II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the **GENERAL CORPORATION LAW** of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and the address in the State of California of this corporation's initial agent for service of process is:

Michael A. Gurevich
1446 21st Avenue
San Francisco, CALIFORNIA 94122

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 1,000,000.


Michael A. Gurevich, Incorporator

Appendix H:

Sample Invoice Form

San Francisco PTC Paratransit
 Programmatic Report
 for the ADA-Access Service

Provider Name. _____ Trans Metro Express |

Period Covered _____ March 2003 _____

	This Month	Prior Cumulative	Total to Date
# One Way Ambulatory Trips			
# One Way Wheelchair Trips			
# One Way No Show			
Total Vehicle Service Miles			
Total Vehicle Service Hours			
Revenue Vehicle Service Miles			
Revenue Vehicle Service Hours			

Average number of vans used during peak hours _____

Weekday S a t u r d a y _____ Sunday _____

Total Number of drivers employed in the ADA-Access Program _____

Currently in training | _____

Completed training this period _____

Number of complaints received during this period _____

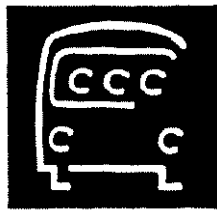
Report prepared by _____

Report submitted by _____

Date 4/18/03

Appendix J:

Cover Pages and Outline for Vehicle Operators'
Training Program
Vehicle Operator's Employment Application



PASS

Passenger
Service and
Safety Certification



community transportation
ASSOCIATION



U.S. Department of Transportation
Research and Special Programs Administration

TRANSPORTATION SAFETY INSTITUTE

EMERGENCY MANAGEMENT

Instructor Guide
Bus Operator Training Program

Program sponsored by
Federal Transit Administration

JANUARY 2002



U.S. Department of Transportation
Research and Special Programs Administration

TRANSPORTATION SAFETY INSTITUTE

VEHICLE OPERATIONS

Instructor Guide

Bus Operator Training Program

Program sponsored by
Federal Transit Administration

JANUARY 2002



U.S. Department of Transportation
Research and Special Programs Administration

TRANSPORTATION SAFETY INSTITUTE

CUSTOMER RELATIONS

Instructor Guide

Bus Operator Training Program

Program sponsored by
Federal Transit Administration

JANUARY 2002

DRIVER'S APPLICATION FOR EMPLOYMENT

Company _____

Address _____

City _____ State _____ Zip _____

(answer all questions - please print)

In compliance with Federal and State equal employment opportunity laws, qualified applicants are considered for all positions without regard to race, color, religion, sex, national origin, age, marital status, or the presence of a non-job related medical condition or handicap.

Date of application _____

Position(s) Applied for _____

Name _____ Social Security No. _____
Last First Middle

Address _____
Street _____
State _____ Zip _____ Phone _____

ADDRESS FOR PAST THREE YEARS }
Street City State & Zip Code NOW Long? _____
Street City State & Zip Code How Long? _____

Do you have the legal right to work in the United States? _____

Date of Birth _____ / _____ / _____ Can you provide proof of age? _____
(Required for Truck Drivers)

Have you worked for this company before? _____ Where? _____

Dates: From _____ To _____ Rate of Pay _____ Position _____

Reason for leaving _____

Are you now employed? _____ If not, how long since leaving last employment? _____

Who referred you? _____, Rate of pay expected _____

PHYSICAL HISTORY

Do you have any physical condition which may limit your ability to perform the job applied for? _____

If yes, what can be done to accommodate your limitation? _____

Are you physically capable of heavy manual work? _____

How much time lost from work in past three years? _____

Would you be willing to take a physical examination? _____

EMPLOYMENT HISTORY

All driver applicants to drive in interstate commerce must provide the following information on all employers during the preceding 3 years.

Applicants to drive a commercial motor vehicle* in intrastate or interstate commerce shall also provide an additional '7 years' information on those employers for whom the applicant operated such vehicle.

(NOTE. List employers in reverse order starting with the most recent. Add another sheet as necessary.)

EMPLOYER			DATE			
NAME	FROM MO	YR	TO MO	YR	POSITION HELD	
ADDRESS						
CITY	STATE		ZIP			
CONTACT PERSON			PHONE NUMBER			
REASON FOR LEAVING						

EMPLOYER			DATE			
NAME	FROM MO	YR	TO MO	YR	POSITION HELD	
ADDRESS						
CITY	STATE		ZIP			
CONTACT PERSON			PHONE NUMBER			
REASON FOR LEAVING						

EMPLOYER			DATE			
NAME	FROM MO	YR	TO MO	YR	POSITION HELD	
ADDRESS						
CITY	STATE		ZIP			
CONTACT PERSON			PHONE NUMBER			
REASON FOR LEAVING						

EMPLOYER			DATE			
NAME	FROM MO	YR	TO MO	YR	POSITION HELD	
ADDRESS						
CITY	STATE		ZIP			
CONTACT PERSON			PHONE NUMBER			
REASON FOR LEAVING						

EMPLOYER			DATE			
NAME	FROM MO	YR	TO MO	YR	POSITION HELD	
ADDRESS						
CITY	STATE		ZIP			
CONTACT PERSON			PHONE NUMBER			
REASON FOR LEAVING						

EMPLOYER			DATE			
NAME	FROM MO	YR	TO MO	YR	POSITION HELD	
ADDRESS						
CITY	STATE		ZIP			
CONTACT PERSON			PHONE NUMBER			
REASON FOR LEAVING						

EMPLOYER			DATE			
NAME	FROM MO	YR	TO MO	YR	POSITION HELD	
ADDRESS						
CITY	STATE		ZIP			
CONTACT PERSON			PHONE NUMBER			
REASON FOR LEAVING						

*Includes vehicles having a GVWR of 26,001 lbs. or more, vehicles designed to transport 15 or more passengers, or any size vehicle used to transport hazardous materials in a quantity requiring placarding.

. Training Plan

Required Training Hours	Project Manager	Vice-President, Operations	Operations Manager	Office Manager/Dispatcher	Driver Supervisor	Customer Service Rep/Disp.	Drivers	Substitute Drivers *
PAT	8		8	8	8	8	8	4
Sensitivity	4		4	4	4	4	4	4
Disability* Operation	Trainer	Trainer	8	8	8	8	8	
Procedures Defensive	4		4		4		4	
Driving First Aid/CPR	8	8	8	8	8	8	8	
Geography	Trainer		Trainer	8	Trainer	8	8	
Abuse Substance Abuse	2	2	2	2	2	1	1	

*These courses must be taken annually as part of refresher training.

Training File Format

My training files are kept in a way to show what areas the employees have been trained in, how long the training in that area lasted and who trained them. These training files are also used by California Highway Patrol to support our CHP inspections.

Introduction

Harassment Training

Map Training

Passenger Relations Training

Passenger Assistance Training

ADA Training

Assistance Animal Training

Defensive Driving Training

Substance Abuse Training

Sensitivity Training Certificate

Work Related Injury Reporting Training

Blood Borne Pathogens Training

Accident / Incident Reporting Training

Commercial Drivers Training

Elder/Child Abuse Report Training

Wheelchair Securement Training

CPR & First Aid Training Certificate

Vehicle Inspection Training

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Page #1 Driver Training Hours

Page #2 Score Sheet for Driver Training

Page #3 Transit Training Record (listing all Classroom training).

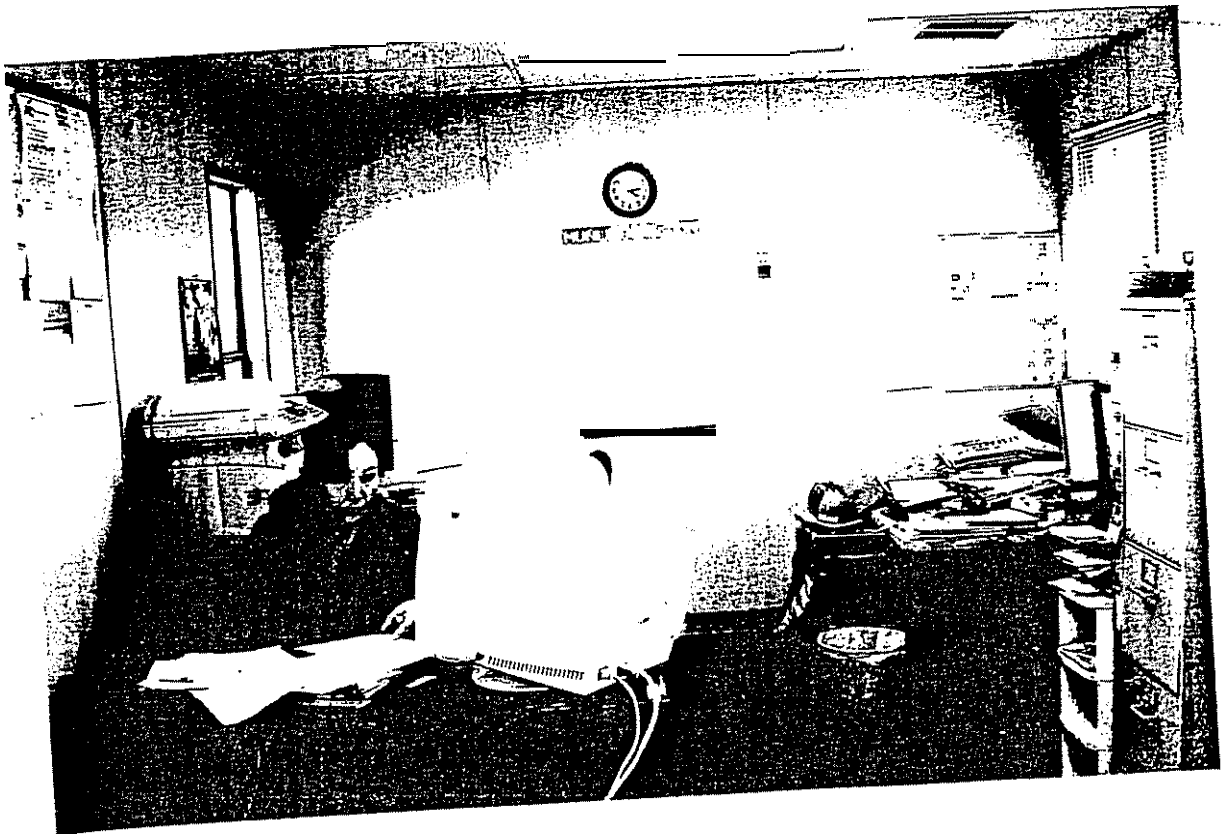
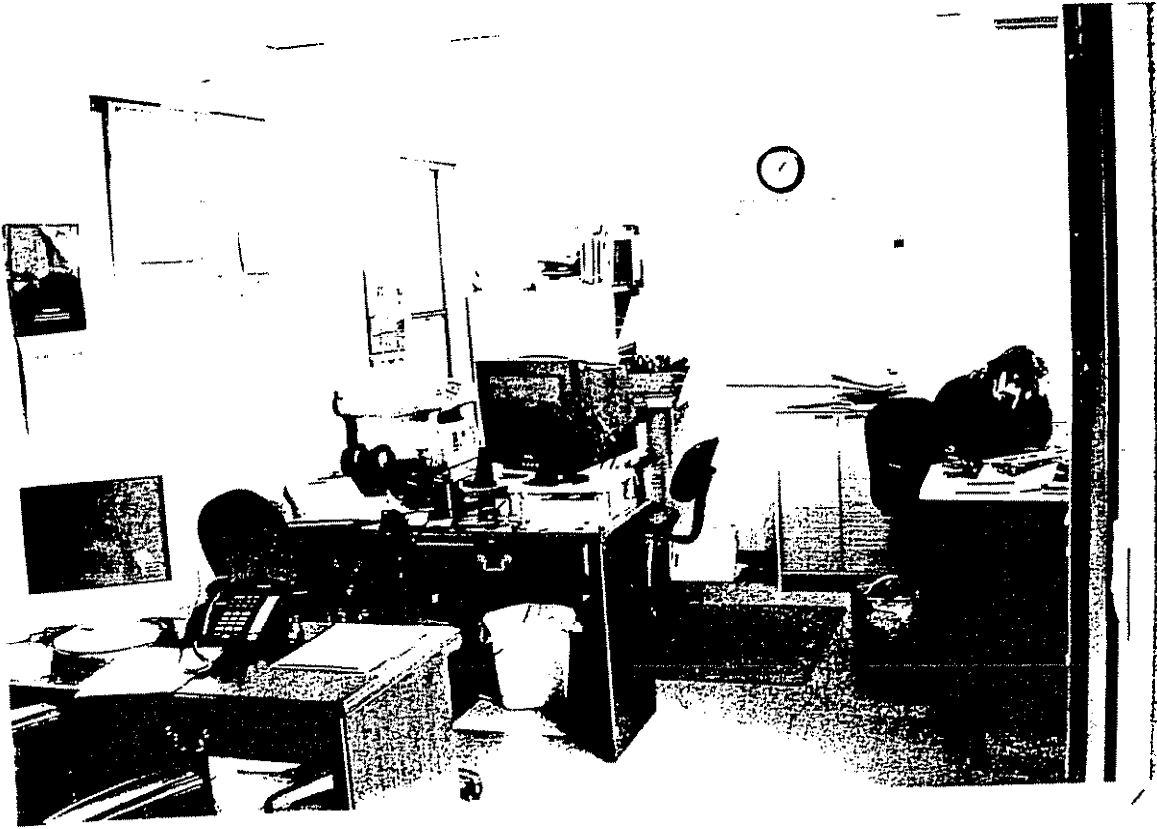
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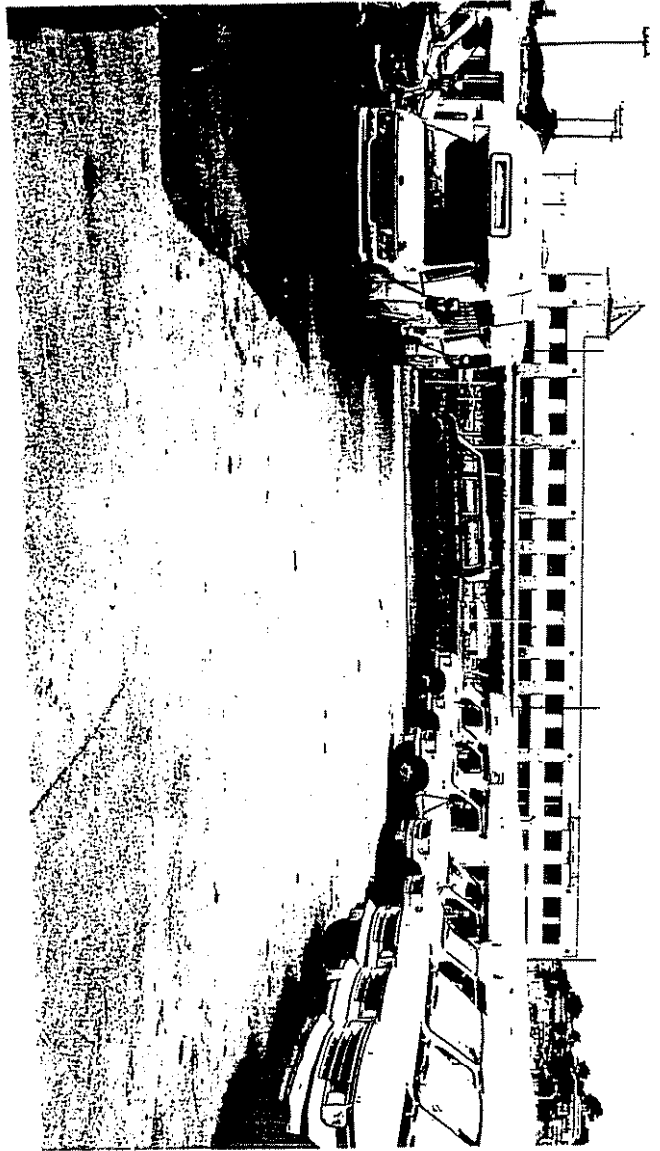
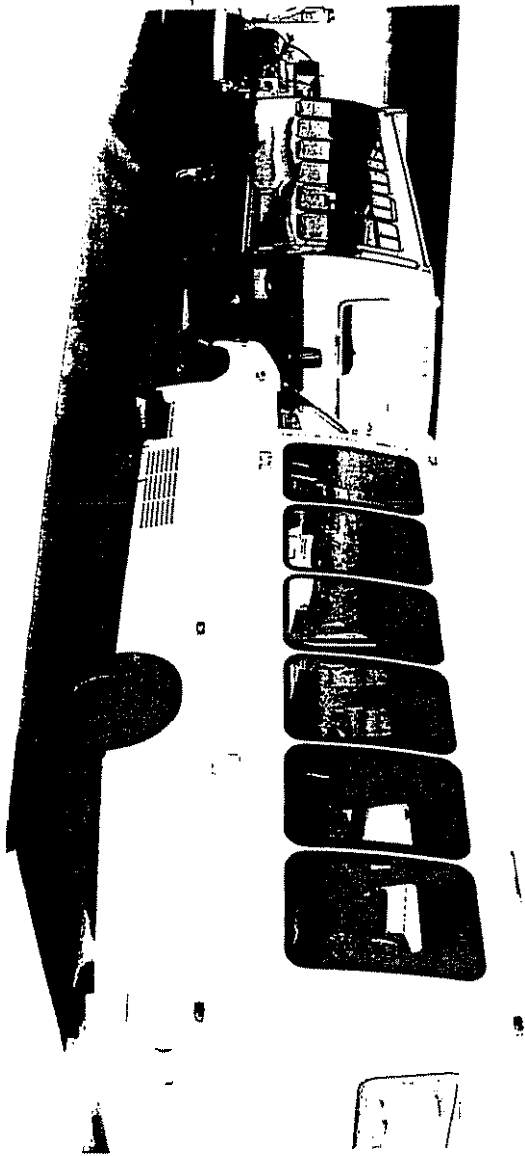
Appendix K:

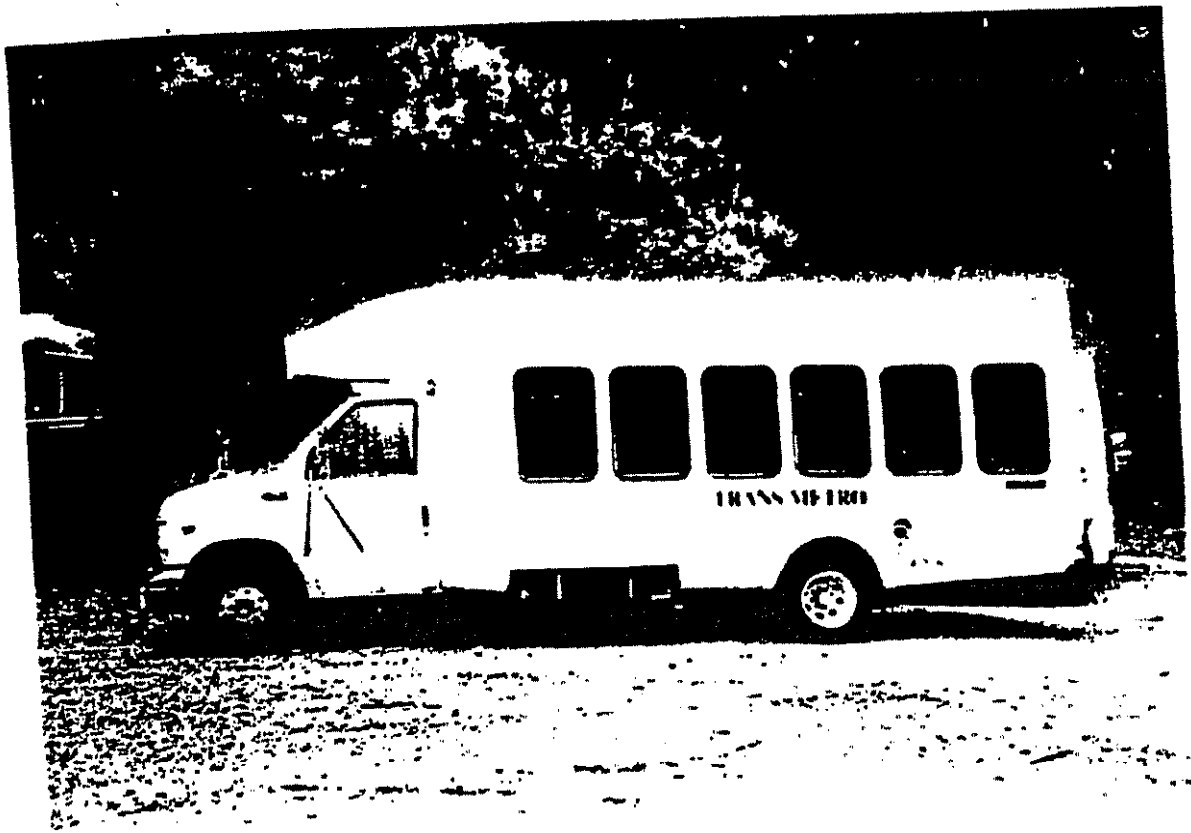
Photographs of the Current Operations Facility (San Francisco)

Photographs of Tram Metro's vehicle operators and vehicles

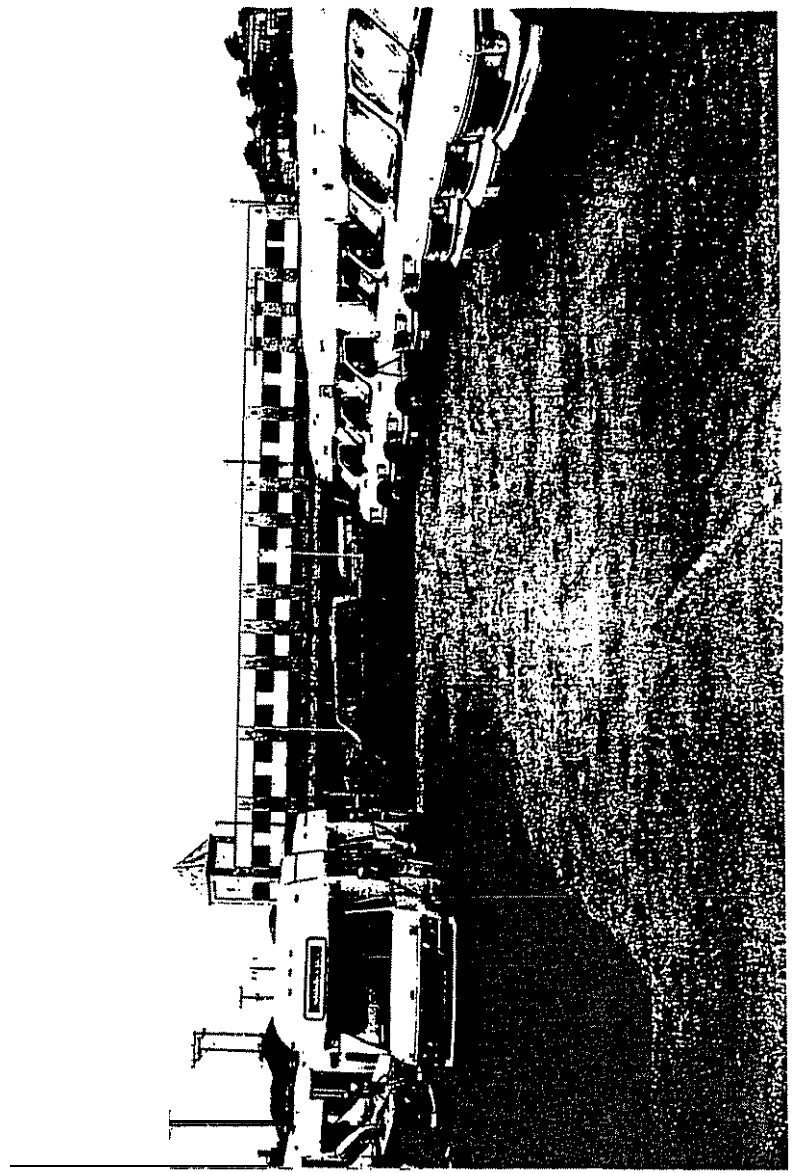
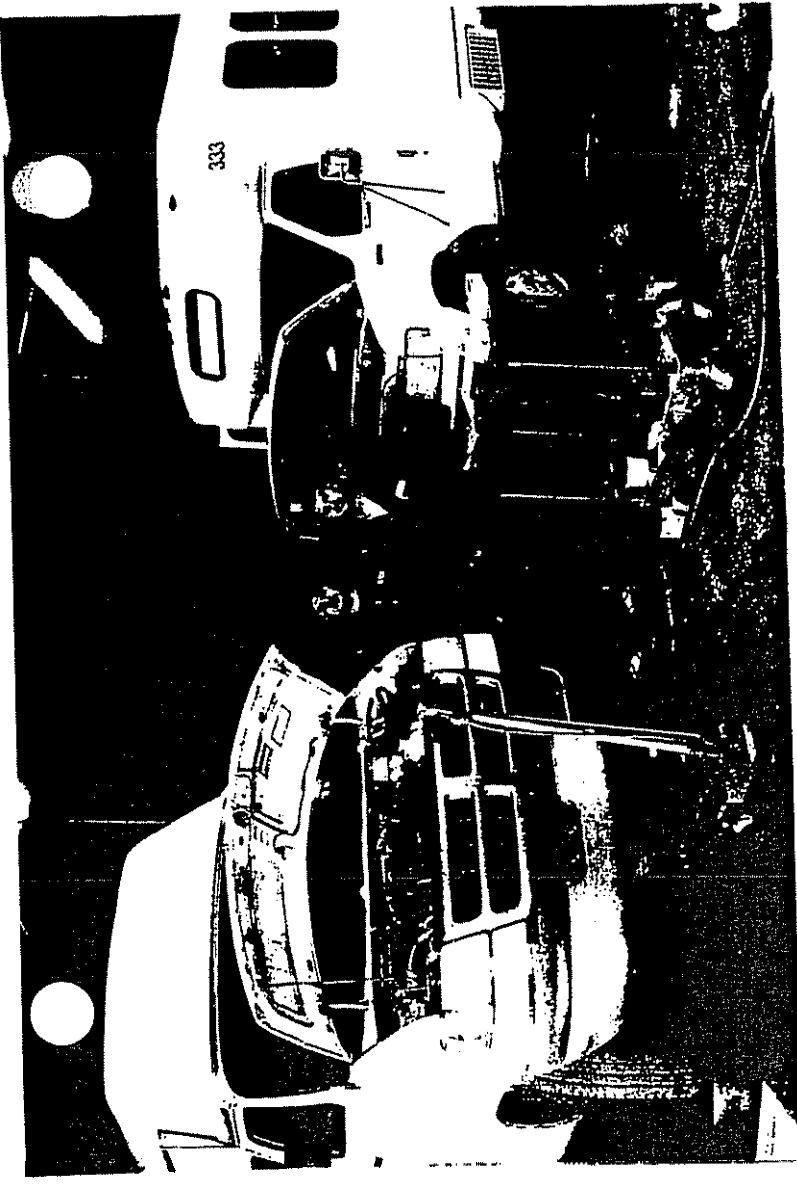


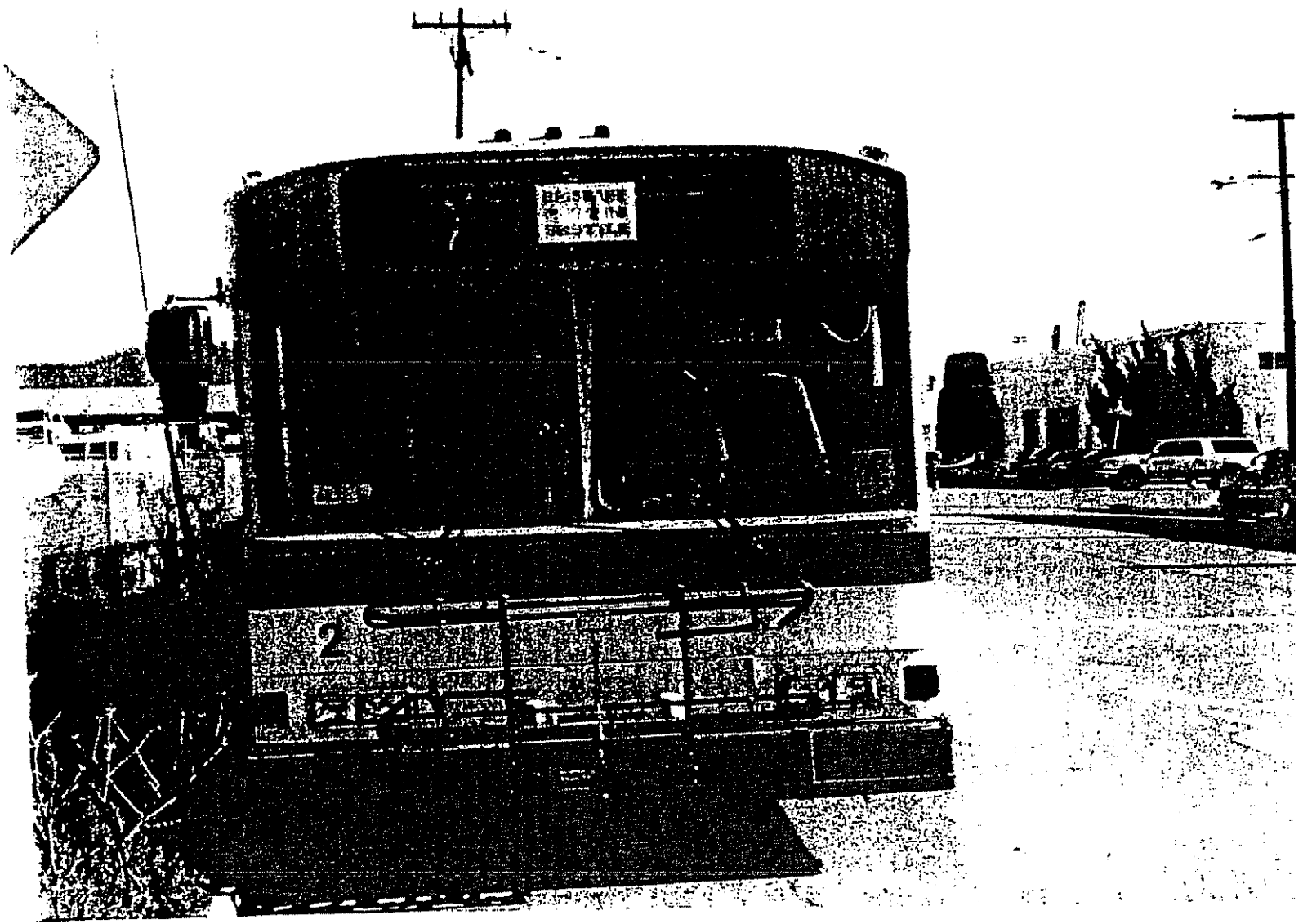


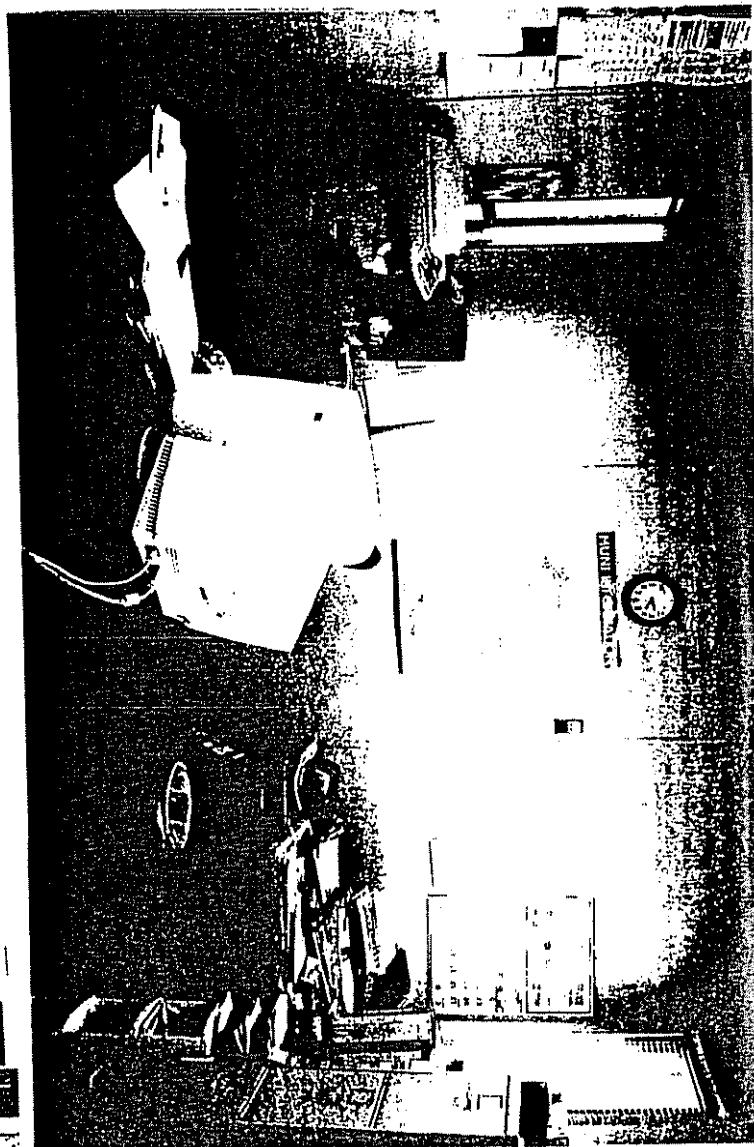
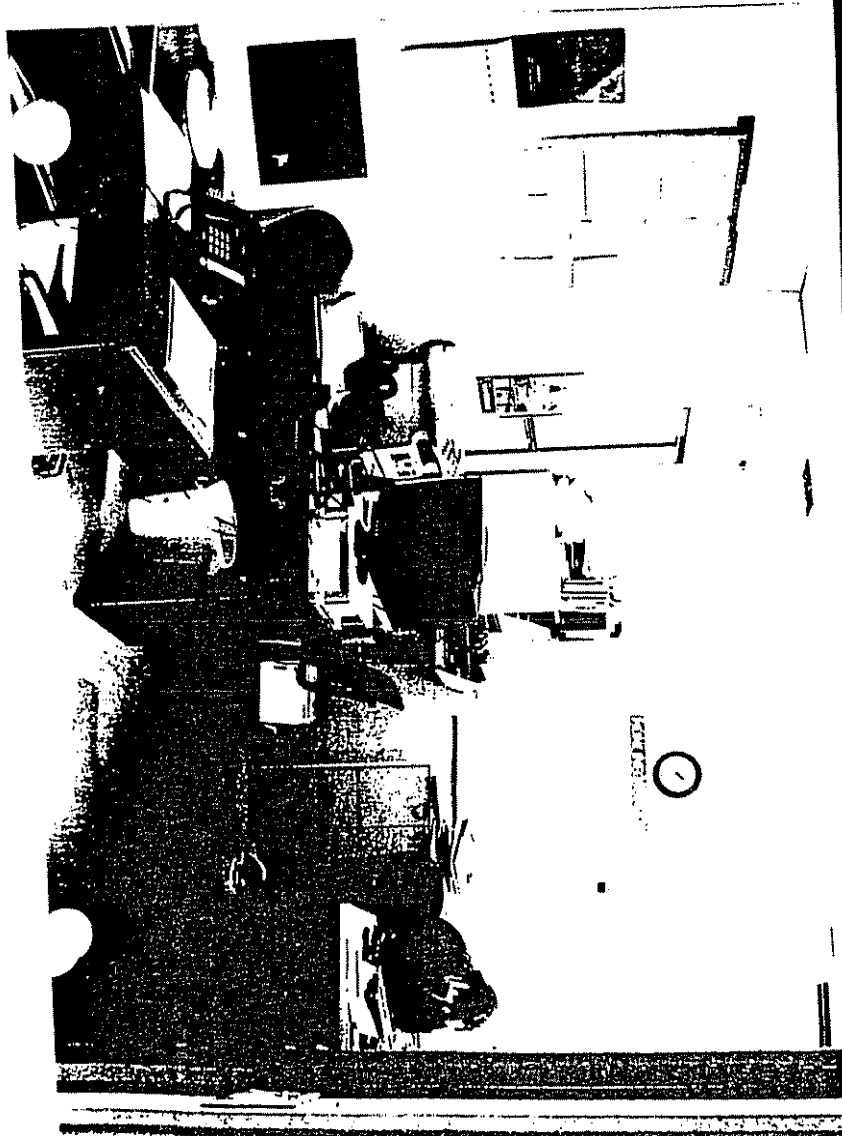


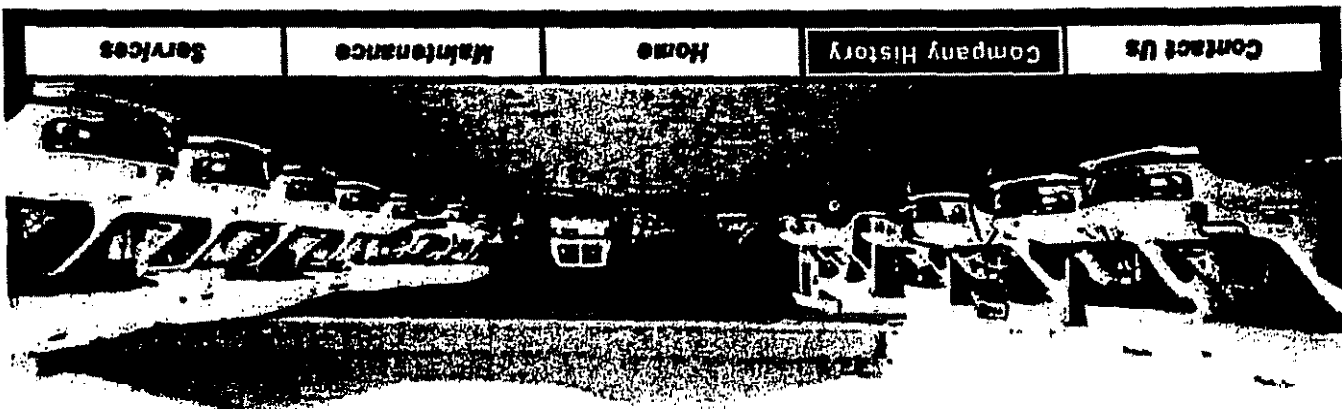












In 2000 Trans Metro Express, Inc. was created by a group of entrepreneurs, who were the original founders of Semax Transportation established in 1992 in San Francisco, California. The founders consisted of a group of passenger transportation professionals who wanted to provide non-emergency medical transportation to the residents of San Francisco and the Bay Area. Several members of the Trans Metro Express, Inc. executive management team have been involved in passenger transportation industry for almost thirty (30) years. During the last decade they have been concentrating on providing services of the San Francisco Bay Area with non-emergency medical transportation, as well as other forms of specialized passenger transportation. Since the San Francisco Municipal Railway's Paratransit Broker called on to provide the para-transit transportation, the Trans Metro Express has experienced rapid growth as it serves the Bay Area community.



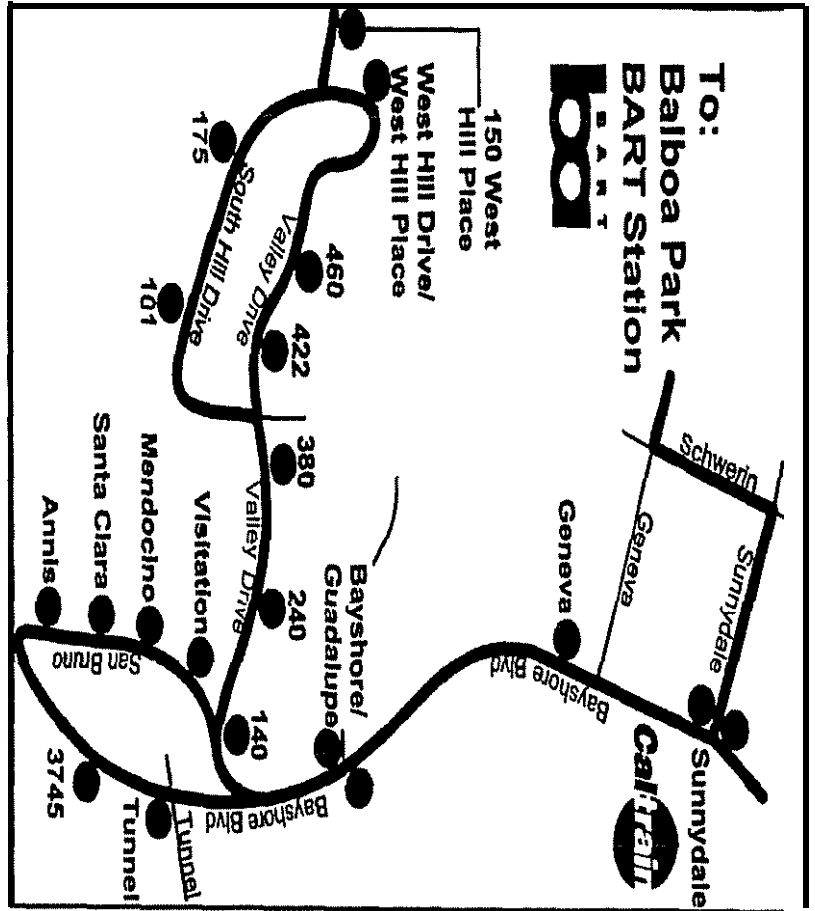
Brisbane-Crocker Park BART & Caltrain Shuttle

MONDAY – FRIDAY SERVICE
EFFECTIVE: September 22, 2003

We would like to thank the following employers for their financial contributions to the service.

- City of Brisbane
- Aircraft Technical Publishers
- bebe
- BiRite
- Charles Schwab & Co., Inc.
- Dolby Laboratories, Inc.
- FW Spencer & Son, Inc.
- Flax Art & Design
- Freeman Companies
- Future Network USA
- Global Logistics
- IGN Entertainment
- Intermune, Inc.
- KTSF-Channel 26
- Kuehne & Nagel Inc.
- Louis Raphael / Kizan Int'l.
- Monster Cable Products, Inc.
- Nippon Express USA Inc. – BR
- Norman Wright Technical
- Proxy Communication
- WWR Scientific Products
- The Bay Area Air Quality Management
- The Joint Powers Board
- The San Mateo County Transit District

Revised: September 8, 2003



Managed by:

City Sponsor



**PENINSULA
TRAFFIC
CONGESTION
RELIEF
ALLIANCE**



333 Gellert Blvd
Suite 111,
Daly City, CA
94015

For Transit Information
Phone 511 or visit www.transitinfo.org

P: 650-994-7924
F: 650-994-7925

Belmont • Brisbane • Burlingame • Colma • Daly City • East Palo Alto • Foster City • Half Moon Bay
• Millbrae • Pacifica • Redwood City • San Bruno • San Carlos • San Francisco • S. San Francisco

Appendix I:

Sample Certificate of Insurance

03/14/2003 16:57

ACORD CERTIFICATE OF LIABILITY INSURANCE

OF ID KP
TRANS-6
DATE (MM/DD/YY)
03/14/03

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURERS AFFORDING COVERAGE	
INSURER A	Colony Insurance Company
INSURER B	Royal Insurance Co. of America
INSURER C	Century National Insurance Co
INSURER D	State Comp Ins Fund
INSURER E	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LMT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	AP505147	07/22/02	07/22/03	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ included
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BAP117596	05/12/02	05/12/03	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	PRA205678	10/30/01	10/30/02	EACH OCCURRENCE \$ 900,000 AGGREGATE \$ 900,000
D	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	1605913-02	02/09/02	02/09/03	<input checked="" type="checkbox"/> POL STATE TORY (LMTS) OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LMT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON GENERAL & AUTOMOBILE LIABILITY POLICIES WITH RESPECT TO OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER	Y, ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
GOUGHST		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDORSE/ON TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO DELIATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Kristina L. Lee <i>Kristina Lee</i>

Appendix L:

Sample Screen Print-outs of the Scheduling Software



Transportation

Manager

Now You can afford 10 computerize

The 'Transportation Manager' has been specifically designed for Rural and Small Urban Operators. A single integrated solution for your information needs.

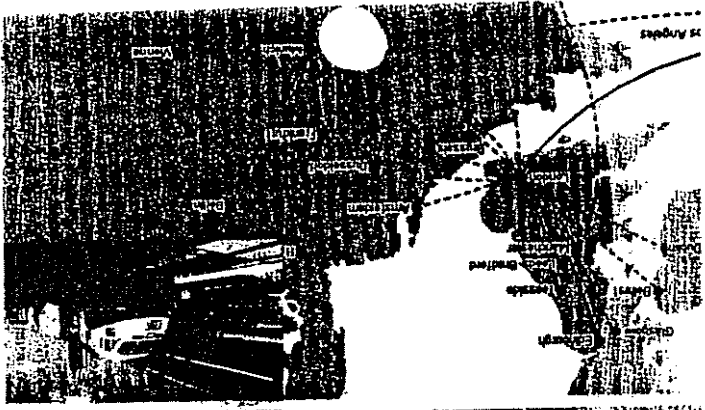
From Trip Reservations to Billing, From Vehicle Expenses & Maintenance to Maintenance

Scheduling - all features in one single system.



THE ONE Single System

that handles your information needs.



- Trip Registration
- Trip Scheduling & Dispatching
- Standing order reservation for subscription clients
- Integrated Billing
- Vehicle Expenses
- Maintenance Scheduling
- Reminders
- Vehicle Downtime
- Driver Training Records
- Trip Reports by Programs
- Vehicle Utilization Reports
- Drivers Manifest Reports
- Vehicle Expense Reports
- Statistical Reports from Trips
- Un-Duplicated Count Reports
- Ad hoc reporting by 'Built-in' Report Writers

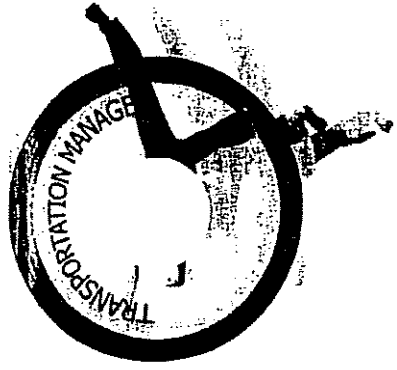
ShahSoftware

For information call
800 968 2748

visit

www.shahsoftware.com

THE One
Single System
that handles your information needs ...
Transportation Management



visit our website for more information
www.shahsoftware.com
call us at 800 968 2748

For more information visit our website
www.shahsoftware.com

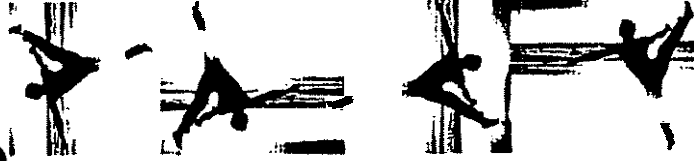
email us at
info@shahsoftware.com

write to us at
P.O. Box 9445
Midland, TX 79708-9445

Fax us at
(432)618 0012

call us tollfree at
800-968-2748

Shah Software



Software Products

Product Information

Contact us

Request Info Form



Transportation Manager
Product Information &
Demo



Product Information



Demo

Transportation Manager

The Complete solution for your information needs Finally the most affordable information solution for Rural and Small Urban Transit Providers

A single solution that handles all your information needs

- Client Registration and Trip Reservation
- Standing Reservation for Subscription Clients
- Trip Scheduling & Dispatching
- GIS based Routing
- Trip Booking, Trip Records, Trip Mileages
- Track Passenger Miles, Revenue Miles, Non-Revenue Miles
- Track 'No mows, Cancellations'
- Custom Defined Categories
- Vehicle Expense and Maintenance
- Maintenance Scheduling
- Auto Maintenance for Maintenance Expenses
- Trip Billing
- Accident Records, Traffic Violations, Vehicle Downtime Road Calls
- Drivers Training Records, Drivers Trip Tracking
- Vehicle Utilization Reports, Vehicle Expense Reports
- Vehicle Inventory
- Month-End Statistical Reports for 531 1 and Other Programs
- Demographic Reports
- Un-Duplicated count Report
- Drivers Manifest Reports
- Built-in Report Writers for Your Very Own Customized Report



Click for DEMO >>

For Pricing information or any other additional information, please Fill out FORM

Shah Software, Inc.

Customized Software Solutions

June 16.2004

Dear Transportation Professional:

We have recently added new features to the 'Transportation Manager' software. As you may already know, the 'Transportation Manager' is a software system specifically designed for Rural and Small Urban operators" We provide you **with** a complete information system that wilt help you **with** reporting, **trip** reservations, scheduling, **dispatching**, vehicle expenses, maintenance. maintenance **scheduling**, dnvers **training** and many more useful features.

Many organizations use only the Transportation Manager for its obvious benefits, but due to high demand for a system that includes an automated routing module, we have **decided** to make **this** feature an optional addition to the 'Transportation Manager' system. Now, with the optional automated routing module based on geographical information (GIS) you can have everything your agency needs to operate a **successful** Transportation Program. Please refer to the **enclosed** brochure for information on the 'Transportation Manager' alone, and read through the following information to find out more about the new optional features.

An automated routing module based on geographical information (**GIS**) - now an option **with** Transportation Manager'. Expand **the** capability of **the** 'Transportation Manager' and have one single system that handles all your information needs from Trip reservation, scheduling, routing, dispatching to vehicle expenses, maintenance, maintenance scheduling.

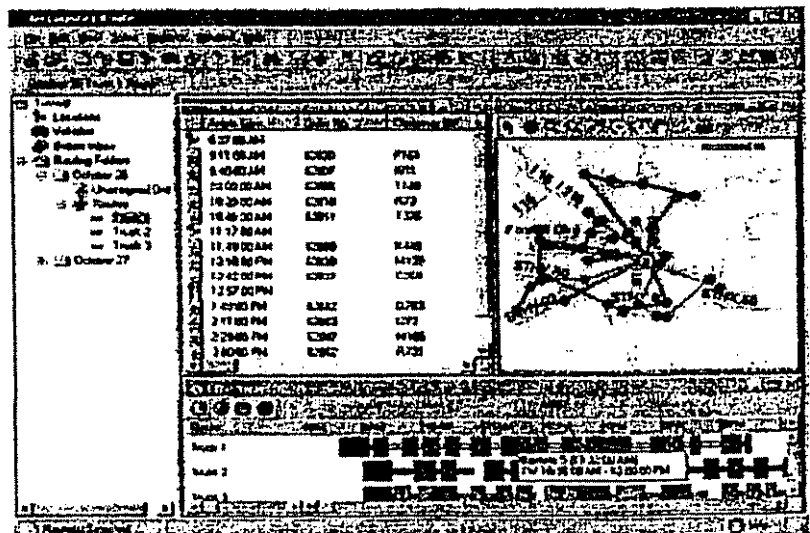
You are unlikely to find any system that provides you with such total functionality.

Routing Module Overview

The Routing module is an extension to **the existing** Shah Software product. A routing **module allows** you to perform many advanced logistical features and can save your organization time and money white improving customer service.

Routing Module Features:

- 1) Advanced address finding (geocoding) with **the** latest digital maps.
- 2) integrated routing and scheduling based on your existing resources and **ride** requests allows for automated routing with the click of a button. Routing plans can even be manually manipulated based on dispatcher knowledge.
- 3) **Utilization** of the REAL street network allows for accurately predicted ETA's and for clients to be picked-up during specified windows of opportunity.
- 4) Street speeds may be customized to **mimic** the realistic vehicle drive speeds.
- 5) **Drive** time and distance calculations can be easily generated for thousands of point-to-point routing scenarios.

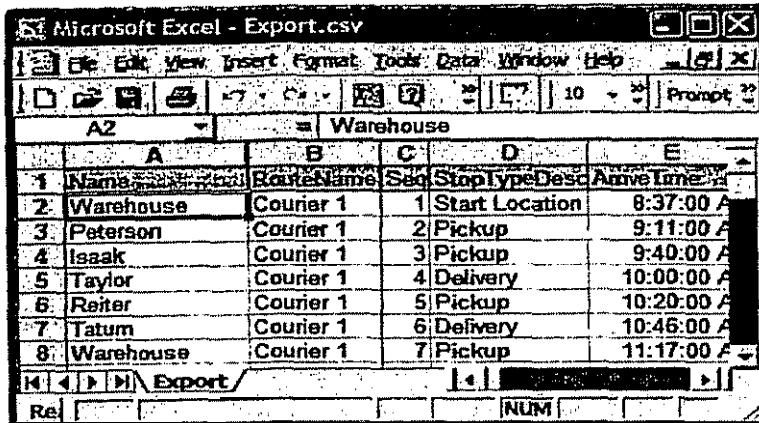


Shah Software, Inc.

Customized Software Solutions

- 6) The vendor assignment engine **allows** the sum of the ride requests available to be allotted to various vendors based on geography and vendor capacity.
- 7) Creation of turn-by-turn directions and detailed maps associated **with** each daily stop.
- 8) Customizable fleet properties allow you to determine the number of vans/vehicles available and to **assign** each individual properties such as capacity, hours of operation, cost per mile, **cost** per hour, **start** and end location and more.
- 9) Customizable client properties allow you to determine when, where and how a person will be **picked-up and** dropped-off. Riders can be given specific time windows and a designated number of minutes for their pickup and drop-off.
- 10) Handles ambulatory and wheelchair capacities.

Routing Module Benefits:



	A	B	C	D	E
1	Name	RouteName	Seq	StopTypeDesc	ArriveTime
2	Warehouse	Courier 1	1	Start Location	8:37:00 A
3	Peterson	Courier 1	2	Pickup	9:11:00 A
4	Isaak	Courier 1	3	Pickup	9:40:00 A
5	Taylor	Courier 1	4	Delivery	10:00:00 A
6	Reiter	Courier 1	5	Pickup	10:20:00 A
7	Tatum	Courier 1	6	Delivery	10:46:00 A
8	Warehouse	Courier 1	7	Pickup	11:17:00 A

- 1) Meet the **challenges** of limited resources.
- 2) Improve services to your community through efficient routing.
- 3) Promptly respond to ride requests with the most available local **driver**.
- 4) Ease dispatcher effort via digitized data and **mapsets**.
- 5) Increase the number of stops per hour.
- 6) Enable just-in-time scheduling.
- 7) Improve on-time performance.
- 8) Minimize driver overtime,
- 9) Improve driver accountability.

- 10) Offer riders less average time in-vehicle.
- 11) Improved **workflow with** less manual steps needed.
- 12) Easily modify existing schedules to add/remove stops

For more information call 800-968-2748 or visit our web site at www.shahsoftware.com.

Sincerely,



Deonna Pyeatt

Appendix M:

Fact Sheet about Ultra Low Sulfur Diesel



Ultra Low Sulfur Diesel

ECD-1 is an environmentally superior diesel. With a maximum of 15ppm sulfur, it is capable of reducing particulate matter, hydrocarbons and carbon monoxide emissions in diesel vehicles by more than 90% over typical California (CARB) diesel, when used with a catalyzed particulate filter.

Product Features and Benefits

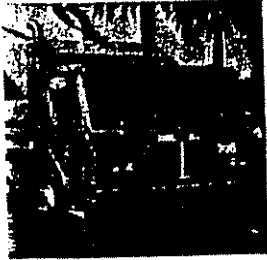
Diesel has been known for decades as the workhorse fuel. It is reliable, available and cost effective. ECD-1 has all the benefits of regular diesel and one important addition -selecting it can help to significantly reduce emissions to the environment.

Tomorrow's diesel today...ECD-1

ECD-1 is one of BP's ultra low sulfur diesel products, It is available to consumers in California and surrounding states.

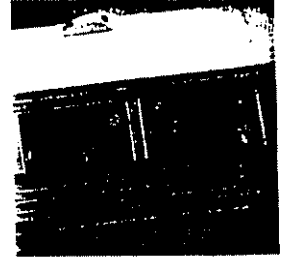


powered by BP



Applications

ECD-1 can be used in almost any diesel engine. It is particularly recommended for companies, governments and communities who want to reduce emissions in highly populated areas or promote their 'clean environmental image', as well as industries that will soon be regulated to reduce emissions. Such applications include: Public Transportation, School Buses, Heavy Duty Vehicles, Construction, Public Services, Tourism, Refuse Haulers, Off-road Agriculture and Commuter Rail.



Product Benefits

ECD-1 reduces exhaust emissions without sacrificing engine performance or storage stability. It also has a number of other benefits including:

- The **Ultra Low Sulfur** content of ECD-1 enables the use of a catalyst; together they help to reduce several vehicle emissions by 90%. The low sulfur content also prevents the corrosion of engine parts, helping to reduce both the wear and tear on the engine and operational costs.
- Controlled Lubricity ensures it does not drop lower than 3100 grams on the **SLBOCLE** (Scuffing Load Ball on Cylinder Lubricity Evaluator) test, which is the level required by most engine manufacturers in their engine warranties. As sulfur is a natural lubricant, its removal can have adverse effects on engine performance. BP uses a specially formulated lubricity additive to **ensure** the lubricity level remains higher than 3100 grams.
- ECD-1's high Cetane Rating ensures easy ignition and quick starts for your vehicles.
- ECD-1 is as safe to handle as standard diesel. As a non-corrosive, stable product, it is

suitable for long-term storage, and will not cause storage equipment **corrosion**. Examples of this include:

- **Good Thermal Stability.** ECD-1 exceeds the National Conference of Weights & Measures and Engine Manufacturers Association Truck Manufacturer Council's premium diesel requirements using ASTM D-6466.
- ASTM D-4625 long-term stability results showed virtually no residue (<0.1mg/100 ml) compared to atypical result of 1-2mg/100 ml.

- **Excellent Oxidative Fuel Stability.** The ASTM D-2274 residue was 0.0 mg/100 ml with an ASTM D-1500 color of less than 1.5.

- **Superior Corrosion Rating.** Obtained an 'A' rating on the National Association of Corrosion Engineers spindle test.
- **Controlled volatility for improved performance.** Strict control of ECD-1's distillation range maintains **product** volatility providing performance benefits in the areas of noise, smoke, exhaust odors, cold starting and warm-up time.

Product Specifications

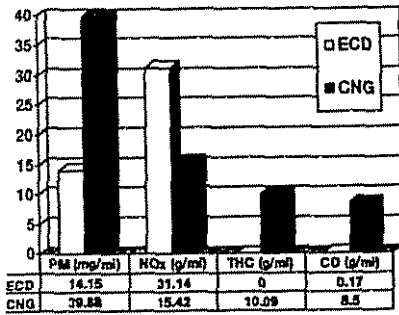
Property	Test Method	Limit
Sulfur, ppm	D5453	15
Lubricity, 9	D6078	3100
Ash, wt. %, max	D482	0.01
Cetane index (typically)	D4737	55
Cetane Number (typically)	D613	53.5
Viscosity, cSt @40 °C	D445	1.9-4.1
Gravity, "API"	D287	36
Cu Strip Con., 3 hours @ 122 °F, max	D130	3
Distillation	D86	
T _{90%} , °F		540 - 640
Final Boiling Pt., °F, max		698
Flash Point, °F, min	D56	125
Carbon Residue, 10% Btms, wt.%, max	D524	0.35
Stability, mg/100ml, max	D2274	1.0

For further information on **ECD-1**, please visit www.ecdiesel.com.



ECD has clear advantages

Table 1: Analysis of Emissions



Many independent and company trials have been carried out using vehicles fueled by both ECD and CNG. In a recent independent study for heavy duty transit buses, results showed that three out of four polluting emissions were lower in vehicles fitted with a catalyzed particulate filter and powered by ECD than those fueled by CNG.

ECD delivers the same power, performance and reliability that diesel is renowned for, while avoiding the poorer performance, lower reliability and higher

operating and capital costs associated with CNG. In addition CNG has substantial infrastructure, safety and handling costs.

Table 2: Benefits of an Investment in CNG

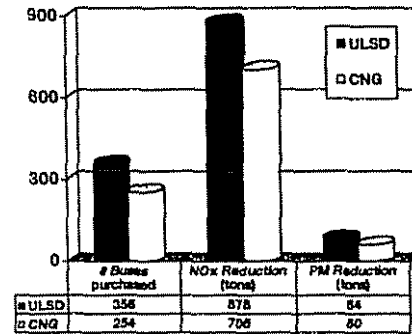


Table 3: Benefits of an Investment in ULSD

Not only are emission levels lower in vehicles running on ECD, but there are also a number of economic advantages to using ECD. A recent independent study

carried out by CARS using Ultra Low Sulfur Diesel (ULSD) and CNG vehicles, revealed that for the money invested, ULSD vehicles provide significant advantages.

The study looked at the benefits realized when \$30 million was invested. The findings include three key results, which are displayed in graph 3. They show that a greater number of ULSD vehicles than CNG vehicles can be put on the road Also, the tons of the major polluting emissions, NOx and PM, can be reduced more using ULSD than CNG.



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: September 24, 2004

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: **CONSIDERATION OF MODIFICATIONS TO SANTA CRUZ METRO'S BYLAWS TO CLARIFY THAT APPOINTEES TO THE METROS ADVISORY COMMITTEE (MAC) SERVE AT THE PLEASURE OF THE BOARD OF DIRECTORS**

I. RECOMMENDED ACTION

Modify Santa Cruz METRO's Bylaws in accordance with Attachment D, which would Clarify that Appointees to MAC Serve at the Pleasure of the Board of Directors

II. SUMMARY OF ISSUES

- On October 24, 2003, the Santa Cruz METRO's Board of Directors approved replacing the Metro Users Group (MUG) with a new advisory committee that was designated the METRO Advisory Committee (MAC).
- On December 19, 2003, the Board of Directors modified Santa Cruz METRO's Bylaws to reflect the creation of MAC and the elimination of MUG. The Board also approved MAC's Bylaws.
- On March 12, 2004, Santa Cruz METRO's Directors nominated individuals from the community to be considered by the Board of Directors for appointment to MAC.
- On March 26, 2004, the Board of Directors appointed eleven individuals to serve on MAC.
- MAC held its first meeting in April 2004, and has met monthly since that date.
- On April 19, 2004, Bonnie Morr, Chairperson of the United Transportation Union, Local 23, forwarded a letter (Attachment C) to Emily Reilly, the Chair of the METRO Board of Directors in which she asked for a discussion regarding removal of a MAC appointee.
- The Board of Directors asked that this matter be agendaized so that the matter could be fully discussed.
- METRO staff attended the August 18, 2004, MAC meeting and discussed specific language for the METRO Bylaws.

III. DISCUSSION

For many years Santa Cruz METRO was served by two advisory groups: the METRO Users Group (MUG) and the METRO Accessible Services Transit Forum (MASTF). However, in the Fall of 2003, the Board of Directors determined that it would be better served by replacing MUG with a new advisory group which it called the METRO Advisory Committee (MAC) in which individual directors of the Board nominate individuals to serve on the committee and the Board of Directors makes the actual appointments. The Board of Directors modified its Bylaws to reflect the creation of MAC as an 11-member advisory group. The Bylaws provide for the method of appointments but do not address the issue of removal of a MAC member. METRO's Bylaws do provide that the Board of Directors shall approve bylaws to be followed by MAC (Attachment A).

MAC's Bylaws provide for each appointee to serve a two-year term and allows for members to be reappointed for two successive terms for a total of 6 consecutive years. The only allowance for the removal of a MAC member is if a position automatically is declared vacant because a MAC appointee was absent without excuse from four committee meetings in any twelve-month period (Attachment B).

In her April 19, 2004, letter (Attachment C) regarding the "Removal of an Appointee", UTU Chairperson Bonnie Morr expressed concerns regarding an "appointee's accountability to the public they serve and the Board that appointed them". Ms. Morr wrote:

We feel that an area that needs introduction, discussion and procedural language created is for the "Removal of an Appointee". Should the individual's behavior not be conducive nor display a commitment that will support the Santa Cruz Metropolitan District and/ or its policies, ridership, service or employees; what is to be done to rectify the issue?

Santa Cruz METRO's Board of Directors has broad authority to create advisory groups and committees and to make appointments to such groups, as it deems necessary, unless otherwise limited by its enabling statutes or the general laws of this state. METRO's enabling statutes direct the Board of Directors to provide for "all matters and things necessary for the proper administration of the affairs of the District" which are not otherwise specifically provided for (Public Utilities Code §98111). The Board of Directors, therefore establishes the powers, duties, and method of appointment for such groups. While the Board of Directors can establish criteria for such appointments for membership on its groups and committees, it must insure that the criteria does not discriminate based on sex, race, creed, color or national or ethnic origins (Cal. Constitution Article 1, Section 8). Because these groups and committees are created by the Board of Directors, the Board retains authority to eliminate the group itself or remove a particular member. Indeed, during the discussions regarding whether MASTF should remain an advisory group, the point was often made that MASTF's membership as an "independent body" could not be affected by the Board of Directors whereas the membership of an advisory body actually created by the Board itself could be impacted by Board action.

Clearly, the Board could, through an affirmative vote of 6 of its members eliminate MAC or modify the number of appointments or change the subject matter jurisdiction of MAC through a modification to the Bylaws. Adding language such as, "Appointments to MAC serve at the pleasure of the Board of Directors" would make it clear that the Board of Directors retain authority to remove an appointed member.

In adopting this or similar language, the Board of Directors must be cognitive of the constitutional tenet that public officials may not deny or deprive a person of a government benefit or privilege on a basis that infringes on the person's constitutionally protected interests including his/her interest in freedom of speech (*Perry v. Sinderman*, 408 U.S. 593, 92 S. Ct 2694, 33 L. Ed 2d 570 (1972)). United States Supreme Court cases recognize a variety of public benefits, in addition to public employment, which cannot be denied because of the recipient's exercise of constitutional rights (*Rutan v. Republican Party*, 497 U.S. 672 110 S. Ct 2729, 111 L. Ed 2d 52 (1990)). Retaliatory actions, such as loss of a government volunteer position, have been held egregious enough to invoke the protections of the Constitution because a person is being punished for engaging in protected speech (*Hyland v. Wonder*, 972 F.2d 1129 (9th Cir. 2992)). The *Hyland* Court reasoned that a government volunteer position could be found to be a government benefit or privilege because as a government volunteer, a person gains valuable experience and education in public administration and can make professional contacts. The Court went on to observe that the opportunity to serve as a volunteer is also important because it provides an individual the satisfaction of making a contribution or giving something back to society. (*Hyland*, supra, at 1135-1 136). Therefore, even though an individual has no right to a valuable government benefit, such as a volunteer appointment, and even though the government may deny him/her the benefit for any number of reasons, there are some reasons upon which the government may not rely. It may not deny a benefit to a person on a basis that infringes his constitutionally protected rights including his/her right to freedom of speech.

Because it is likely that in accordance with the *Hyland* Court analysis an appointment to MAC would be considered a valuable governmental benefit or privilege, any removal of such appointee would be disallowed if it were in retaliation for the exercise of constitutionally protected rights.

In this inquiry it is important to know that not all speech is protected from retaliation by the government acting in its capacity as employer/supervisor. The U.S. Supreme Court formulated the "public concern" test in an effort to find a compromise between the rights of public employees to free speech and of the government to regulate its workplace (*Pickering v. Board of Education*, 391 U.S. 563, 88 S. Ct. 1731, 20 L. Ed. 2d 811 (1968)). A dismissal from employment or other loss of a governmental benefit as a consequence of speech does not run afoul of the First Amendment unless the speech addresses a matter of public concern. Determining whether speech involves a matter of public concern entails an inquiry into the "content, form, and context of a given statement, as revealed by the whole record." (*Hyland*, *infra* at 1137).

Additionally, any constitutional inquiry must include an analysis of whether the speech so severely damaged harmony and working relationships that the government's interest in

promoting an effective workplace outweighs the individual's First Amendment rights. This is a factual question that must be decided on a case-by-case basis (*Hyland at 1139-1140*).

In conclusion, the Board of Directors has broad authority to form groups and committees in the proper administration of Santa Cruz METRO's affairs. The Board retains authority to modify or eliminate these groups at its discretion. As discussed above, appointees to those committees serve at the pleasure of the Board of Directors except that appointees cannot be removed for illegal reasons.

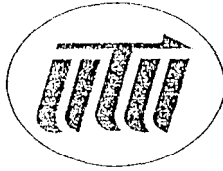
MAC reviewed this matter with METRO staff at its August 2004 meeting and intends to consider possible language regarding this issue at its September 2004 meeting. MAC recognizes the ability of the Board of Directors to remove MAC appointees but wanted the Board and the public to understand that the Board's power to remove is not unlimited, but must adhere to legal mandates.

IV. FINANCIAL CONSIDERATIONS

None

V. ATTACHMENTS

- Attachment A:** UTU Chairperson Bonnie Morr's April 19, 2004 Letter
- Attachment B:** Letter to MAC including proposed language to amend Santa Cruz METRO's Bylaws re removal of MAC appointees.



Attachment **A**

united transportation union

Board of Directors
Santa Cruz Metro Transit District

April 19, 2004

Attention Chairperson Reilly,

United Transportation Union Local 23 is writing this letter due to concerns that have arisen around the charter and bylaws being discussed for the Metro Advisory Committee (MAC).

An area that has come to light, and has not been currently addressed by Staff or the Board is the issue around the appointees and their code of behavior. We, the members of the UTU, as the primary public service providers for the district, have concerns about appointee's accountability to the public they serve and the Board that appointed them.

We feel that an area that needs introduction, discussion and procedural language created is for the "Removal of an Appointee". Should the individual's behavior not be conducive nor display a commitment that will support the Santa Cruz Metropolitan District and/or its policies, rider ship, service or employees; what is to be done to rectify the issue?

What is acceptable behavior? What about issues around felonies or convictions for certain crimes? Will these appointees be briefed and held to the standards of current District Policies, such as; the Sexual Harassment and Workplace Violence Policies? Will these appointees be made to complete Disclosure forms for tax purposes as other Public Commissions currently do? How will you protect your employees from disgruntled members who do not get their way or object to differing courses of action taken by the Transit District?

We realize that the Board of Directors must be tired of discussing this issue with so many pressing issues at hand. However, UTU feels that these are areas that need discussion and would like to see this added to the agenda and responded to by District's Legal Counsel.

I would like to remind you of a situation that occurred several years ago, in whereas a Board Member was having difficulties in public, on our coaches and with bus operators. At that time, the Board of Directors was powerless to effectually deal with the situation. It took quite a bit of time and money to rectify that situation. We do not want to see a repeat of those circumstances.

Respectfully,

Bonnie Morr (Signature)

Bonnie Morr
chairperson UTU Local 23

12A.a1

*Santa Cruz Metropolitan
Transit District*



Attachment b

August 23, 2004

Metro Advisory Committee (MAC)
c/o Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

Re: Removal of Appointees to MAC's Board of Directors

Dear Members of MAC:

It was a pleasure attending the MAC August meeting. I was impressed with your thoughtful and respectful approach to issues.

At the meeting, we discussed my staff report regarding the removal of MAC appointees. I am providing you with language for your review and consideration that could be used by the Board of Directors to modify its Bylaws on this issue:

1. Appointees serve at the pleasure of the Board of Directors;
2. Appointees serve at the pleasure of the Board of Directors, except that no appointee will be removed from office for an illegal reason including the exercise of his/her right to speak about matters of public concern"

I look forward to your meeting on September 15, 2004 when we will have the opportunity to discuss this matter in greater detail. Thank you for your attention to this matter.

Very truly yours,

Margaret Gallagher
District Counsel

MG/rjd
cc: Leslie White, General Manager

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: September 24, 2004

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF MODIFICATIONS TO SANTA CRUZ METRO'S BYLAWS INCLUDING ADDING RULES OF PROCEDURE FOR BOARD MEETINGS, SELECTING REPRESENTATIVES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, SETTING RULES FOR PUBLIC TESTIMONY ON AGENDA ITEMS AND OTHER CHANGES

I. RECOMMENDED ACTION

Approve the attached Resolution which includes modification to the Santa Cruz METRO's Bylaws and discontinue use by the Board of Directors of the previously adopted SCMTD Rules of Order (Attachment B)

II. SUMMARY OF ISSUES

- Generally, on an annual basis, the Board of Directors of Santa Cruz METRO reviews its bylaws to determine if modifications are warranted.
- Santa Cruz METRO's enabling statute provides that the Board of Directors shall make its own rules of procedure and determine the place and time of its meetings (Public Utilities Code Section 98 105).
- In March, the Board of Directors reviewed the Bylaws and suggested minor word changes to correct grammar errors, to have the Chair of the Board nominate the representatives and the alternates to the Santa Cruz County Regional Transportation Commission (SCCRTC), and to include Rules of Procedures for Board of Director meetings.
- At the April 2004 Board Meetings, the Board of Directors closely reviewed the method used to nominate representatives and alternates to the SCCRTC.
- At the May 28, 2004 meeting, this matter and the staff report regarding public testimony rights were continued to the June Board meeting due to time constraints.
- At the July 2004 meeting, the Board of Directors inquired regarding the development of language allowing the chair of the board to set time limits on public testimony as needed.
- Director Pat Spence inquired whether the annual appointments to the SCCRTC should be made in February rather than January.

III. DISCUSSION

Generally, on an annual basis, the Board of Directors of Santa Cruz METRO reviews its Bylaws to determine if modifications are warranted. Santa Cruz METRO's enabling statute provides that the Board of Directors shall make its own rules of procedure and determine the place and time of its meetings (Public Utilities Code Section 98 105). Additionally, Public Utilities Code Section 98 132 provides that the Board shall establish rules for its proceedings.

During the March 26, 2004, Board of Directors' regular meeting, the Board of Directors reviewed the Bylaws and individual Board Members suggested that certain grammatical errors be corrected, that Section 3.01 be divided into sub-parts for easier reading, that Section 14.02(a) be amended to specifically authorize that the Chair nominate the alternates as well as the METRO representatives to the SCCRTC and that Rules of Procedure be incorporated into the By-laws. These changes were incorporated into the proposed By-laws and reviewed at the April 2004 meetings. Attachment A contains the proposed Bylaws Resolution with the proposed modifications set forth in bolded letters or with strike-outs. Revised Rules of Procedure are attached to the Bylaws in order to facilitate the meetings.

Additionally, at the March Board meeting, Director Rotkin informed the Board of Directors that sometime during the 1980s, the Board of Directors adopted specific Rules of Procedure. Director Rotkin provided these rules and they are incorporated as Attachment B.

At the April 2004, meetings various nomination methods for the selection of the representatives and alternates to the SCCRTC were reviewed and discussed.

At the May 28, 2004, regular meeting, the Board of Directors did not have sufficient time to discuss the staff report that addressed public testimony rights and so the matter was continued to the July meetings.

At this time, the Board of Directors is considering modifications to Section 11 .01 of the Bylaws, which addresses public testimony. The current language allows individuals addressing the Board to limit their remarks to 5 minutes and if more than 5 people wish to speak on an item than the limit is reduced to 3 minutes. The Brown Act allows the Board of Directors to adopt reasonable regulations limiting the total amount of time allocated for public testimony on a particular issue and for each individual speaker. At the July 23, 2004 meeting, the Board of Directors asked that language be developed which would allow the Chair of the Board to set time limitations for public testimony during a meeting depending on the circumstances. The Board wished to have this issue studied so as to avoid any possible public testimony rights violations.

Government Code Section 54954.3 provides that METRO's regular meeting agendas must include an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the consideration of an item,

that is within METRO's subject matter jurisdiction. At all special meetings, the public must have the opportunity to speak to the matter under consideration before or during any consideration of the matter. Government Code Section 54954.3 goes on to authorize the METRO Board of Directors to adopt reasonable regulations to ensure that the intent of requiring public testimony rights on an agenda is carried out, including but not limited to adoption of reasonable regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker. The Public Utility Code sections cited above and Government Code Section 54954.3(b) vest wide discretion in METRO's Board of Directors to adopt rules concerning the conduct of its proceedings so long as such discretion is exercised reasonably and not in an arbitrary or capricious manner (*Nevens v. City of Chino* (1965) 233 Cal. App. 2d 775). The California Attorney General has opined that the legislative body of a local public agency must maintain control over the allotted time that is given to particular matters on its meeting agendas. ". . . A single item or several items may not unreasonably be permitted to monopolize the time necessary to consider all agenda items. (5 Ops. Cal. Atty. Gen. 89). In *White v. City of Norwalk* (9th Cir. 2990) 900 F. 2d 1421, the Court concluded that even though citizens have First Amendment Rights in presenting their views at a public agency public meeting, the meeting is still a governmental process with a governmental purpose. The Court pointed out that even though a speaker at a public meeting could not be stopped because of a disagreement with his/her views, a speaker can be prevented from continuing because the content of his/her remarks has become irrelevant or repetitious. The California Attorney General maintains that a public agency can validly set a time limit of 5 minutes or less for each item on its agenda, depending on the circumstances. According to the Attorney General, the time allocated for the meeting, the number of agenda items, the complexity of each item, and the number of persons wishing to address the legislative body on each item would require consideration in setting the time limitations. (75 Ops. Cal. Atty. Gen. 89). Such regulations on public comment must be reasonable, viewpoint neutral and not exercised in an arbitrary and capricious manner. Attachment E contains language to consider on the Public Addressing the Board.

In a recent e-mail to the Board of Directors (Attachment F), Director Pat Spence inquired whether the Board of Directors wanted to make its appointments to the SCCRTC in February rather than January of each year. Director Spence commented that because of the turnover of Board members it may enable greater participation if the appointments are made in February. To effectuate a change in the SCCRTC appointment process, the Board of Directors would need to amend Bylaws Section 14.02 (a).

Depending on the results of the discussion on the removal of Board appointments to the METRO Advisory Committee, the Board may wish to incorporate new language into the Bylaws on this issue. Rather than limit the language to MAC, the Board may wish to incorporate language regarding removal into Section 14.01.

IV. FINANCIAL CONSIDERATIONS

None

V. ATTACHMENTS

- Attachment A:** Santa Cruz METRO's Bylaws with proposed amendments
- Attachment B:** Previously adopted SCMTD Rules of Order (Director Rotkin)
- Attachment C:** Alternative methods for the nomination and selections process for representatives and alternates to the SCCRTC
- Attachment D:** Proposed Language for Public Addressing the Board
- Attachment E:** E-mail from Director Pat Spence re Appointment of METRO's SCCRTC Representatives

RESOLUTION NO. 69-2-1
Amended 1-21-83, 6-16-89, 8-21-92,
4-15-94, 4-21-95, 4-27-97, 9-1 8-98,
4-16-99, 11-19-99, 6-16-00, 6-08-01,
6-15-01, 9-21-01, 02-15-02, 06-21-02,
09-27-02, 10-10-03, 12-19-03, 09-24-04
On the Motion of Director:
Duly Seconded by Director:
Is Hereby Amended:

**A RESOLUTION OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT BOARD OF DIRECTORS
ESTABLISHING RULES, REGULATIONS, AND PROCEDURES FOR,
AND THE TIME AND PLACE OF MEETINGS OF THE BOARD; AND
CREATION OF OTHER OFFICES**

I. REGULAR MEETINGS

1.01 Regular Meetings; Time

- (a) Regular meetings of the Board of Directors shall be held on the second Friday of each month from 9:00 a.m. to not later than 11:00 a.m. and on the fourth Friday of each month from 9:00 a.m. to not later than noon. The Board of Directors may extend the meeting times as necessary through Board action. Notwithstanding the foregoing, if a regular meeting falls within 5 working days of a recognized District holiday, i.e., Thanksgiving, Christmas or New Year's Day, the Board of Directors shall reschedule the meeting to a more convenient date. The regular meeting schedule shall be published for the upcoming year and approved by the Board of Directors during October of each year.
- (b) The regular meeting on the second Friday of the month shall primarily be in a workshop format to review matters that may be agendized for the Regular Board Meeting scheduled for the fourth Friday of the month. However, the Board of Directors may take action at either regular Board meeting pursuant to the agenda prepared in accordance with California law and these Bylaws.

1.02 Regular Meetings; Place

- (a) The Regular meeting of the Board of Directors on the second Friday of the month shall be convened in the Encinal Conference Room at Santa

Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. The Regular meetings of the Board of Directors on the fourth Friday of the month shall be convened in the Santa Cruz City Council Chambers, City Hall, 809 Center Street, Santa Cruz, California, except that in the following months the meetings will be held at the specified locations: May: Capitola City Council Chambers located at 420 Capitola Avenue, Capitola, California; November: Watsonville City Council Chambers located at 250 Union Street, Watsonville, California.

- (b) If, by reason of fire, flood, earthquake or other emergency, it shall be unsafe to meet in the place designated above, the meeting shall be held for the duration of the emergency or unsafe condition at the place designated by the Chair of the Board of Directors in a notice to the local media that have requested notice in writing, by the most rapid means of communication available at the time. A notification advising the public of the changed meeting location during the emergency or unsafe condition shall be posted on the door of the regular meeting room by the Secretary/General Manager, unless circumstances prevent her/him from doing so.
- (c) The Board of Directors shall not conduct any meeting in any facility that prohibits the admittance of any person, or persons, on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, veteran status, or which is inaccessible to disabled persons, or where members of the public may not be present without making a payment or purchase.

1.03 Regular Meetings; Open to the Public

- (a) Meetings of the Board of Directors shall be open and public and all persons shall be permitted to attend except as otherwise allowed by law or when a closed session is authorized pursuant to applicable state law and properly noticed in accordance therewith.
- (b) A Spanish-bilingual interpreter shall be present and available for translations at the Regular Board Meeting held on the fourth Friday of the month.

12B.a2

1.04 Closed Sessions: State Reasons and Legal Authority; Scope of Coverage; Notice; Reporting Out

- (a) Prior to holding any closed session, the Board of Directors shall disclose, in an open meeting, the item or items to be discussed in the closed session. The disclosures may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the Board of Directors may consider only those matters covered in its statement. Nothing in this section shall require or authorize a disclosure of information prohibited by state or federal law.
- (b) After any closed session, the Board of Directors shall convene into open session prior to adjournment and shall make any disclosures required by state law of action taken in the closed session.

II. AGENDA

2.01 Agenda; Notification, and Post&

- (a) In order to facilitate the orderly conduct of the business of the Board of Directors, all reports, communications, resolutions, or other matters to be submitted to the Board of Directors shall be submitted to the Secretary/General Manager not later than 12:00 noon on the Friday two weeks prior to the date of the regular Board of Director's meeting scheduled for the second Friday of the month.
- (b) The Chair, in consultation with the Secretary/General Manager, shall arrange the agenda and shall furnish a copy of it to each member of the Board, to the District Counsel, to the County Administrative Officer, and to the City Manager of Santa Cruz, Capitola, Watsonville and Scotts Valley not later than the Tuesday in the week of a Regular Board meeting; the agenda shall be posted on the Official Bulletin Board for the public at the Administrative Office of the Santa Cruz Metropolitan Transit District at least 72 hours preceding each regular Board meeting.
- (c) The agenda shall contain a brief description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public.

12B.a3

2.02 Agenda; Public Input

Every agenda for regular open meetings shall provide an opportunity for members of the public to directly address the Board of Directors on items of interest to the public, before or during the Board's consideration of the item, that is within the subject matter jurisdiction of Santa Cruz Metropolitan Transit District, provided that no action shall be taken on any item not appearing on the agenda unless the Board complies with Section 2.03 below.

2.03 Agenda; Action Taken Not on Agenda

- (a) No action or discussion shall be taken on any item not appearing on the posted agenda except that members of the Board of Directors present at the meeting or District staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights. In addition, on their own initiative, or in response to questions posed by the public, Directors or District staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a Director or the Board itself may, subject to the District's rules and regulations, provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or, take action to direct staff to place a matter of business on a future agenda.
- (b) Notwithstanding subdivision (a) above, the Board of Directors may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this section, the Chair of the Board of Directors shall publicly identify the item.
 - (i) Upon a determination by a majority vote of the Board of Directors that an emergency situation exists, as defined in Section 4.01(b) herein;
 - (ii) Upon a determination by a two-thirds vote of the Directors present at the meeting, or, if less than two-thirds of the members present at the meeting, a unanimous vote of those member present, that there is a need to take immediate action and that the need for action came to the attention of the District subsequent to the agenda being posted; or

12B.a4

- (iii) The item was posted pursuant to a prior meeting of the Board of Directors occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

2.04 Agenda; Other Distributed Writings

- (a) Agendas and any other writings when distributed to all or a majority of all, the members of the Board of Directors by any person in connection with a matter subject to discussion or consideration at a public meeting are public records and shall be made available without delay unless the writing is exempt from disclosure pursuant to the Public Records Act.
- (b) Writings which are public records as set forth above and which are distributed during a public meeting shall be made available for public inspection at the meeting if prepared by the District or a Director or after the meeting if prepared by some other person.

III. SPECIAL MEETINGS

3.01 Special Meetings; Notice and Purpose

- (a) A special meeting may be called at any time by the Chair or by a majority of the members of the Board of Directors, by delivering personally or by any other means, at least 24 hours in advance, written notice to each member of the Board of Directors, and to each local newspaper of general circulation, radio or television station requesting notice in writing. The call and written notice shall specify the time and place of the special meeting and the business to be transacted **and discussed**.
- (b) No other business shall be considered at the special meeting. The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.
- (c) Every notice for a special meeting at which action is proposed to be taken on an item shall provide an opportunity for members of the public to directly address the Board of Directors concerning that item prior to action on that item.
- (d) The written notice may be dispensed with by any member of the Board

12B.a5

of Directors, who at or prior to the time of the meeting convenes, files with the Secretary/General Manager a written waiver of notice. The waiver may be given by telegram. Written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes. Notice shall be required pursuant to this section regardless of whether any action is taken at the special meeting.

IV. EMERGENCY MEETINGS

4.01 Emergency Meetings; Notice and Purpose

- (a) In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Directors may hold an emergency open meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement of Section 3.01 herein.
- (b) For purposes of this section, “emergency situation” means any of the following:
 - (i) **An Emergency means a** ~~W~~work stoppage, **crippling disaster** or other activity which severely impairs public health, safety, or both, as determined by a majority of the members of the Board of Directors.
 - (ii) **A dire emergency means a** ~~&~~ripping disaster, **mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board of Directors to provide one-hour notice before holding an emergency meeting may endanger ~~which severely impairs~~ **the** public health, safety, or both, as determined by a majority of the members of the Board of Directors.**
- (c) Although no notice to the public is required, each local newspaper of general circulation and radio or television station which has requested notice of special meetings shall be notified by the presiding Chair of the Board of Directors, or designee thereof, one hour prior to the emergency meeting by telephone **or in the case of a dire emergency, at or near the time that the Chair or designee notifies the directors of the emergency meeting.** ~~and~~ ~~a~~All telephone numbers provided in the most recent request of such newspaper or station for notification of special meetings

12B.ab

shall be exhausted. In the event that telephone services are not functioning, the notice requirements of this section shall be deemed waived, and the Chairperson of the Board of Directors, or designee thereof, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting and any action taken at the meeting as soon after the meeting as possible.

4.02 Emergency Meetings; Open to the Public

Emergency meetings are always open meetings regardless of the subject matter **except that if agreed to by a two-third vote of the Directors present or if less than two-thirds of the Directors are present, by a unanimous vote of those present, the Board of Directors may hold a closed session with the Attorney General, District Attorney, District Counsel or Chief of Police or their respective deputies, or a security consultant or a security operation manager on matters posing a threat to the security of public buildings, a threat to the security of essential public services, or a threat to the public's right of access to public service or public facilities.**

4.03 Emergency Meetings; Requirements

All special meetings requirements, as prescribed in Section 3.01 herein, shall be applicable to a meeting called pursuant to this section, with the exception of the 24-hour notice requirement.

4.04 Emergency Meetings; Minutes

The minutes of a meeting called pursuant to this section, a list of persons who the presiding chair of the Board of Directors, or its designee notified or attempted to notify, a copy of the roll call vote and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

V. DIRECTORS

5.01 The Board of Directors

The District shall be governed by a Board of Directors of eleven members because such membership is necessary to insure adequate representation to all of the areas in the County of Santa Cruz.

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5.02 Appointment

The membership of the Board of Directors shall be composed of one member appointed by each City Council of Santa Cruz, Capitola, Scotts Valley, Watsonville and any other incorporated area of the District to represent the incorporated area and one member appointed by the Board of Supervisors of the County of Santa Cruz to represent the unincorporated area. Other appointments shall be made in accordance with the proportionate population within the District. The apportionment shall be based upon the population distribution within the District and the Board shall reapportion its membership whenever any part of the District is excluded or new territory is added or unincorporated territory within the District incorporates and as a result of the exclusion, annexation, or incorporation, representation on the Board no longer reflects the population distribution within the District. The Board shall also reapportion whenever the County Clerk advises the Board that the latest official census indicates a need for reapportionment.

5.03 Term of Office

- (a) The term of office for each Director shall be four years.
- (b) If the appointee of any legislative body is one of its own members the appointee may serve only as long as the appointee is a member of the legislative body.
- (c) An appointment to fill a vacancy on the Board or an appointment made after the expiration of the preceding term shall be for the unexpired portion of the term.
- (d) The failure of a Board member to attend three consecutive meetings of the Board without good cause shall create **a vacancy** in the office of the Board member.

5.04 Directors' Code of Ethics

A Directors' Code of Ethics is attached as Exhibit A to these Bylaws and shall serve as a guideline for the Directors in the work that they perform on behalf of the District.

5.05 Director Compensation

Each Director shall receive \$50 for attendance at a meeting of the Board of Directors, attendance as a committee member at a committee meeting of the Board of Directors, attendance as a Board member at an Advisory Committee, attendance at an American Public Transit Association meeting, attendance at a California Transit Association meeting or when performing District business in lieu of attendance at any of the above-stated meetings, up to a maximum of \$100 per month.

5.06 District Travel And Personal Expenditures

- (a) A District Director shall obtain Board authorization to perform or participate in District business prior to actual attendance if such involves the expenditure of District funds. A Director shall receive reimbursement for meals, transportation and other expenses incurred on behalf of the District in accordance with the District's expense list which is attached hereto as Exhibit B.
- (b) Invoices shall be submitted to the Chair of the Board of Directors for approval. After approval is obtained from the Chair the reimbursement request shall be forwarded to the Finance Department for reimbursement. Reimbursement shall not be necessary when a District staff member pays directly for a Director's expenses.
- (c) Advances based on internal revenue service rates will be made upon a director's request, however, receipts of expenditures must be provided to the Chair of the Board of Directors for approval. All advanced funds shall be returned to the Administrative Services Coordinator if the trip is cancelled or the funds are not used.
- (d) A complete report of all expenses incurred by the Director while engaging in District business shall be submitted by the Director to the Board of Directors for review. Such report may be prepared by District staff upon request.
- (e) District Directors shall not include any expenditure for spouses, friends, or others as a District expense.
- (f) The District's Administrative Services Coordinator shall schedule all conferences, hotel accommodations and transportation for a Director.

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VI. PRESIDING OFFICERS

6.01 Election

- (a) The Directors shall in December nominate members of the Board of Directors to serve as Chair and as Vice-Chair of the Board of Directors. The Board of Directors shall, at their first regular meeting in January of each year, choose one of its members to serve as Chair and one of its members to serve as Vice-Chair to serve for the balance of the calendar year or until the selection of their successors.
- (b) Should the office of Chair or Vice-Chair become vacant during the calendar year, the Board of Directors shall choose a successor to fill the vacancy for the balance of that calendar year, or until the selection of a successor.
- (b) In the event of a vacancy of both the Chair and Vice-Chair positions, the Directors shall meet in order to nominate members of the Board of Directors for the vacant positions.

6.02 Chair to Preside

The Chair shall preside at all meetings of the Board of Directors. The Chair shall have authority to preserve order at all meetings and to remove or cause the removal of any person from any meeting of the Board of Directors for disorderly conduct, to enforce the rules of the Board of Directors and to determine the order of business under the rules of the Board of Directors.

6.03 Absence of Chair

If the Chair is absent or unable to act, the Vice--Chair shall serve until the Chair returns or is able to act. The Vice-Chair has all of the powers and duties of the Chair while acting as Chair. In the absence of both the Chair and the Vice-Chair, the Directors shall nominate and elect a director to serve as chair pro tempore during such absences.

VII. CONDUCT OF MEETING

7.03 Call to Order

The Chair shall at the hour appointed for the meeting, immediately call the

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Board of Directors to order when a quorum is present. The Chair shall preserve strict decorum at all meetings. She/he shall state every question coming before the Board of Directors, call for the vote, announce the 'decisions of the Board of Directors, and decide all questions of order, subject, however, to an appeal to the Board of Directors, in which a majority vote of the Board of Directors shall govern and conclusively determine such question of order.

7.02 Rights of Chair

The Chair, or such other member of the Board as may be presiding, may second and debate, subject only to such limitation of debates as are by these rules imposed on all members; the Chair shall not be deprived of any' of the rights and privileges of a Director by reason of holding the position of Chair.

7.03 Rules of Debate

- (a) Every Director desiring to speak shall address the Chair, and upon recognition by the presiding officer, shall be confined to the question under debate, avoiding all references to personalities and indecorous language.
- (b) A Director, once recognized, shall not be interrupted when speaking unless it is to call her/him to order. If a Director, while speaking, is called to order, she/he shall cease speaking until a question of order is determined and, if in order, she/ he shall be permitted to proceed.
- (c) A Director may request, through the presiding officer, the privilege of having an abstract of her/his statement on any subject under consideration by the Board of Directors entered into the minutes. If the Board of Directors consents thereto, such statement shall be entered; provided, however, that any Director, without the Board's consent, shall have the right to have the reasons for her/his dissent from, or protest against, any action of the Board of Directors entered into the minutes.
- (d) The Secretary/General Manager may be directed by the Chair, with the consent of the Board, to enter in the minutes a synopsis of the discussion of any question coming properly before the Board of Directors.

7.04 Rules of Procedure

Rules of Procedure, which are attached hereto as Exhibit C and incorporated herein by reference shall be followed by the Board of Directors. A complete

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copy of the Bylaws shall be included in each Director's Board packet and made available for members of the public at Board of Directors' meetings.

7.05 Disruption of Meeting; Clearing Room

In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the Board of Directors conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. In order to readmit individuals who were not disruptive, the following procedure shall be used:

- (a) When a meeting is disrupted to the point that it cannot be continued, the Chair shall order those persons causing the disruption to leave the meeting.
- (b) If those causing the disruption fail or refuse to leave the meeting, the Chair shall recess the meeting, order the meeting room cleared and summon law enforcement.
- (c) Upon the arrival of law enforcement, the Chair shall reconvene the meeting.
- (d) District Staff shall be directed to readmit those members of the public who did not engage in the disorderly conduct on an individual and intermittent basis.
- (e) If the meeting is again disrupted, the Chair shall cause the meeting room to be cleared and the meeting will continue with only the press in attendance if they have not engaged in any disruption.

VIII. QUORUM

8.01 Transaction of Business; Quorum

A six member majority of the regular members of the Board of Directors shall constitute a quorum for the transaction of business.

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IX. ADJOURNMENT/CONTINUANCES

9.01 Adjournment of Meeting

- (a) The Board of Directors may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment.
- (b) Less than a quorum may adjourn any meeting.
- (c) In the absence of all Directors from any meeting, the Secretary/General Manager may declare the meeting adjourned to a stated day and hour. If she/he does, she/he shall then cause written notice of the adjournment to be given in the same manner as provided for Special Meetings set forth herein.
- (d) A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regularly adjourned regular, special, or adjourned special meeting was held within 24 hours after the time of adjournment.
- (e) When a regular or adjourned regular meeting is adjourned as provided herein, the resulting adjourned meeting is a regular meeting for all purposes.
- (f) When an order of adjournment of any meeting fails to state the hour that the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings of the Board of Directors.
- (g) Any hearing being held, or noticed or ordered to be held, by the Board of Directors at any meeting may by order or notice of continuance be continued or recontinued to any subsequent meeting of the Board of Directors in the same manner and to the same extent set forth above for the adjournment of meetings; provided that, if the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance of hearing shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

X. MINUTES

10.01 Minute-Book Record of Open Sessions

- (a) The Secretary/General Manager, or her/his designee, shall attend all open meetings of the Board of Directors and record and maintain a full and true record of all of the proceedings of the Board of Directors in books that shall bear appropriate titles and be devoted to such purpose. Such books shall have a general index sufficiently comprehensive to enable a person readily to ascertain matters contained therein.
- (b) Unless reading of the minutes of a Board of Directors meeting is requested by the Board of Directors by a majority vote, such minutes may be approved without reading if the Secretary/General Manager has previously furnished each member with a synopsis thereof.

10.02 Minute Book Record of Closed Sessions

The Secretary/General Manager shall attend each closed session of the Board of Directors unless otherwise directed by the Board of Directors and shall keep and enter in a minute book a record of topics discussed and decisions made at the meeting. The closed session minute book is not a public record and shall be kept confidential. This minute book shall be available only to members of the Board of Directors of Santa Cruz Metropolitan Transit District or, if a violation of the Ralph M. Brown Act is alleged to have occurred at a closed session, to a court of general jurisdiction.

10.03 Protests and Dissents by Directors Entered in Minutes

Any Director shall have the right to have the reasons for the Director's dissent from, or protest against any action of the Board entered in the minutes.

XI. PUBLIC'S ROLE IN MEETINGS/PUBLIC HEARINGS

11.01 Public Addressing the Board

Each person addressing the Board may but is not required to give his/her name and shall speak in an audible tone of voice for the record, and unless further time is granted by the Board, shall limit his/her address to five minutes; if more than five people wish to address the Board of Directors on any one issues, each individual shall be limited to three minutes. All remarks shall be addressed to

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the Board of Directors as a body and not to any member thereof. No person, other than the Chair and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Board, without permission of the Chair. No question shall be asked of a Board member except through the Chair. Additionally, any person may submit written materials to the Board of Directors for its consideration.

11.02 Public Hearings

- a) Requests for public hearings shall be in writing and shall be submitted to the Administrative Services Coordinator no later than five (5) days before the last day permitted for announcing the public hearing. All public hearings shall be noticed in local newspaper(s) of general circulation by the Administrative Services Coordinator at the direction of the Secretary/General Manager.
- b) The department manager requesting the public hearing shall investigate all applicable requirements for posting of public hearing notices and shall communicate such requests to the Administrative Services Coordinator to ensure that all public hearings are noticed sufficiently in advance of the date of consideration by the Board of Directors.
- c) A public hearing will be held before the Board of Directors when required by federal, state, or local laws or regulations or when it is asked to take action on any of the following projects:
 - (i) A change in 25% or more to the service mileage of any route.
 - (ii) A change in District fares.
 - (iii) Adoption of a Resolution authorizing application for federal funds, state or local funds when required by the funding source.
 - (iv) Adoption of any action taken relating to the adoption of any plan, environmental document, property acquisition, resolution, condemnation resolution or other action relating to a project or property where such public hearing is required by state, federal or local law.
 - (v) Adoption of the Annual Budget.
 - (vi) Adoption of the Short Range Transit Plan.
 - (vii) Adoption of an Ordinance.

XII. RESOLUTIONS, ORDINANCES AND MOTIONS

'12.01 Acts of Board

The acts of the Board of Directors shall be expressed by Motion, Resolution or Ordinance. No Ordinance, Resolution or Motion shall have any validity or effect unless passed by the affirmative votes of six directors. The Board of Directors shall not take action by secret ballot, whether preliminary or final in an open or closed session.

12.02 Resolution

No resolution shall be adopted by the Board unless it is presented before the Board in writing or read aloud. Where copies of the resolution have been presented to each Director, the reading of the resolution is automatically waived unless a Director specifically requests that it be read. Resolutions must be adopted by a roll call vote; however, routine resolutions may be placed on the consent agenda. In the event that a Director wishes to dissent or abstain, the resolution will be removed from the consent agenda and be placed on the Regular Agenda. Resolutions may also be passed by unanimous voice vote.

12.03 Ordinance

- (a) No ordinance shall be passed until a public hearing has been held on it, which hearing shall be advertised in a newspaper of general circulation or posted in at least three public places at least 15 days prior to the hearing. No ordinance shall be adopted by the Board of Directors on the day of introduction. Ordinances must be adopted by a roll call vote.
- (b) All ordinances shall be printed after passage, and maintained in the District Administrative Offices.
- (c) The enacting clause of all ordinances shall be as follows:

"Be it enacted by the Board of Directors of the Santa Cruz Metropolitan Transit District...".
- (d) All ordinances shall be signed by the Chair of the Board or Vice-Chair and attested by the Secretary/General Manager.

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XIII. METHOD OF VOTING

13.01 Voice Vote

Unless a roll call vote is specifically requested by a Director, all matters, except the voting on Resolutions and Ordinances, shall be decided by voice vote. All actions of the Board of Directors shall be approved by affirmative vote of a minimum of six voting members of the Board of Directors unless otherwise specifically required.

13.02 Silence Recorded as Affirmative Vote

A member's silence shall be recorded as an affirmative vote.

13.03 Duty to Vote

Each Director has a duty to vote when present at a meeting on matters coming before the Board of Directors or a Board Committee unless he/she has notified the Board of Directors of a legal conflict of interest in accordance with California state law and has made a full public disclosure regarding such conflict of interest. If a conflict of interest is disclosed, the Director shall abstain from voting, unless otherwise required by law to vote.

13.04 Unanimous Voice Votes in Lieu of Roll Call for Resolutions

A Director can move the passage of a Resolution by a unanimous voice vote in lieu of a roll call. If a dissent is registered then a roll call vote shall be taken.

XIV. COMMITTEES AND APPOINTMENTS

14.01 Creation-of Committees

The Board of Directors may establish committees for a stated purpose. **If required by California Law,** All-committees and their members shall comply with the Ralph M. Brown Open Meeting Act, ~~and~~ Committees are required to comply with these Rules and Regulations. The Secretary/General Manager shall provide adequate staffing to assist the committees in doing their work. Directors who are not committee members may attend committee meetings as long as they attend only as observers when a majority of the Board of Directors is in attendance at the committee meeting. The committees shall include the following:

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- (a) Working committees or subcommittees of the Board of Directors analyze, review, and make recommendations to the Board of Directors on items to be presented to the full Board. The Chair of the Board shall appoint members of the Board to such committees or subcommittees and shall also appoint a Board member to chair the committees or subcommittees. If a vacancy occurs, the Board Chair shall appoint a Director to fill the vacancy. Minutes shall be taken at each committee and shall be prepared and distributed to the Directors at least two days prior to the regular Board meeting.

The Board of Directors may from time to time create advisory committees who shall be charged with giving advice to the Board of Directors regarding an issue relevant to the Transit District's business. Appointments to advisory committees may be made by the Chair, or the Board of Directors. Directors, employees or members of the public may sit on an advisory committee. The following are permanent advisory committees of the Board of Directors:

- (i) Metro Advisory Committee (MAC)

- (a) The Metro Advisory Committee (MAC) is the official advisory committee of the Santa Cruz Metropolitan Transit District: Its purpose is to ~~provide~~ **advise** ~~to~~ the Board of Directors on matters of METRO policy and operations referred to the committee by the Board or the Secretary/General Manager and to perform such additional duties as assigned. **The committee may also address issues which committee members or the public raise with respect to the quantity and quality of services provided by METRO.**
- (b) MAC shall be composed of 11 members appointed by the Board of Directors. Each director shall nominate one individual to serve as members of the MAC.
- (c) The Board of Directors shall approve bylaws to be followed by MAC.

- (ii) Metro Accessible Services Transit Forum (MASTF)

- (a) The Metro Accessible Services Transit Forum (MASTF) is an independent volunteer organization that **provides advice** ~~advises~~ to the Santa Cruz Metropolitan Transit District Board of Directors and District management and staff regarding the best methods and resources for providing accessible transportation services to the public. MASTF reviews Metro programs for compliance with §504 of the Vocational Rehabilitation Act of 1973, Americans with Disabilities Act

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of 1990 and all other appropriate local, state and federal laws and regulations.

- (b) The District shall regularly send one staff member to the MASTF meetings and this person shall share information from the District and gather concerns from MASTF. The District shall help in the preparation and distribution of meeting notices and agendas. Information on MASTF will remain in the Headways publication.

14.02 Appointment to Santa Cruz County Regional Transportation Commission

- a) **The Board of Directors shall each year in January appoint three representatives and three alternates (in order of priority) to the Santa Cruz County Regional Transportation Commission (SCCRTC) who must be members of the Board of Directors. The Board Chair shall submit nominations of three representatives and three alternates for the first Board meeting in January. At that first meeting in January, the Chair shall entertain other nominations for SCCRTC representatives and alternates from the Directors. Thereafter at the second meeting in January, the Board of Directors shall vote on the nominations via a motion and a second. To be appointed a nomination shall receive at least six affirmative votes. A Director may move a slate of three representatives or a slate of three alternates for appointment. If none of the previously nominated directors receive the appointments, then the Chair shall entertain further nominations from the Directors until such time as three representatives and three alternates are approved by the Board of Directors.**
- b) The Board of Directors may provide its SCCRTC transportation -W-representatives with guidance on issues coming before the Commission to assist the director/commissioner in serving the best interests of **the** Transit District.

XV. OFFICIAL BULLETIN BOARD

15.01 Posting of Notices

For purposes of posting official notices of the Board of Directors, notices of public hearings, and any other official papers of the **Santa** Cruz Metropolitan Transit District where posting is required by the law, the Official Bulletin Board of the Santa Cruz Metropolitan Transit District **shall** be the bulletin board at the entrance of the District Administrative Office. Should **the** Board of Directors

12B.919

hold a public hearing at any location other than its regular place of meeting, then, in addition to the posting of the notice on the Official Bulletin Board above listed, posting shall also be made upon or near the door of the place of meeting.

15.02 All advisory committees created by the Board of Directors are required to post any and all official notices including those notices required by law at the official bulletin board so designated for that purpose at the Santa Cruz Metro Center, 920 Pacific Avenue, Santa Cruz, CA 95060.

XVI. OTHER OFFICES

16.01 General Manager; Powers and Duties

In addition to the powers, duties and obligations of the General Manager, as set forth above, and the applicable Public Utilities Code pertaining to the Santa Cruz Metropolitan Transit District, the powers and duties of the General Manager shall include the following:

- (a) To have charge, subject to the direction and control of the Board of Directors, of the acquisition, construction, maintenance, and operation of the facilities of the District.
- (b) To have charge, subject to the direction and control of the Board of Directors, of the administration of the business affairs of the District.
- (c) To insure that all ordinances of the District are enforced
- (d) To administer the personnel system and collective bargaining agreements adopted by the Board of Directors and, except for officers appointed by the Board, to appoint, discipline or remove all officers and employees subject to the rules and regulations adopted by the Board, and the applicable provisions of any adopted collective bargaining agreement.
- (e) To prepare and submit or cause to be prepared and submitted to the Board of Directors within 90 days after the end of each fiscal year a complete report of the finances and the administrative activities of the District for the preceding year, and the financial status of the District on the last day thereof.
- (f) To keep the Board of Directors advised as to the needs of the District.

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- (g) To formulate and present to the Board of Directors all plans and specifications for the construction of the works of the District and the means to finance them.
- (h) To have no business interest which interferes with his/her duties and responsibilities to the District.
- (i) To cause to be installed and maintained a system of auditing and accounting which shall completely and at all times show the financial condition of the District.
- (j) Attend meetings of the Board of Directors as directed by the Board, and act as Secretary to the Board.
- (k) To perform such other and additional duties as the Board may require.

16.02 General Manager; Qualifications and Experience

The General Manager shall be chosen on the basis of his/her qualifications with special reference to his/her actual experience in or knowledge of accepted practices and respect to the duties of his/her office as herein above set forth.

16.03 General Manager; Pro Tempore Appointments

The Board of Directors may appoint a General Manager pro tempore during any absence or disability of the General Manager.

16.04 General Manager; Resident Requirement

The General Manager need not be a resident of this State at the time of his/her appointment, however /he/she shall establish a California residency within 30 days of the commencement of his or her duties with the Transit District.

16.05 District Counsel; Appointment, Powers and Duties

The District Counsel shall be admitted to the practice of law in all courts of this State. The District Counsel shall have the power and be required to:

- (a) Represent and advise, if authorized and directed by the Board of Directors, the Board of Directors and all District officers, committees or

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- departments in all matters pertaining to their office.
- (b) Represent and appear, if authorized and directed by the Board of Directors, for the District and any officer or employee, in any and all actions and proceedings in which the District or any officer or employee, in or by reason of their official capacity, is concerned or is a party; however, the Board of Directors shall have control of all legal business and proceedings and may employ other attorneys to take charge of any litigation or matter, or to assist the District Counsel therein.
 - (c) Attend all meetings of the Board of Directors as directed by the Board of Directors and give legal advice or opinions in writing whenever requested to do so by the Board of Directors, or by any of the committees or officers of the District.
 - (d) Review all contracts to be made by the District and provide the Board of Directors, its officers and staff with legal advice regarding same.
 - (e) Prepare any and all proposed ordinances or resolutions for the District and amendments thereto.
 - (f) Perform such other acts relating to the office as the Board of Directors shall require; and
 - (g) On vacating the office, surrender all books, papers, files, and documents pertaining to the District's affairs.

PASSED AND ADOPTED this 24th day of September 2004, by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____

EMILY REILLY
Chairperson

A T T **E S T**
LESLIE R. WHITE
General Manager

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APPROVED AS TO FORM:

MARGARET GALLAGHER, District Counsel

12B.923

Effective Date: April 16, 1999

Pages: 5

TITLE: Santa Cruz Metropolitan Transit District Director's Code of Ethics

REVISION DATE	SUMMARY OF REVISION	APPROVED
April 16, 1999	Policy Implemented	<i>JB</i>

I. POLICY

1.01 District Directors are public servants and, as such, are expected to be impartial and responsible in fulfilling the public trust placed in them. The public expects the highest standard of ethical conduct from all those in public service. District Directors are expected to demonstrate personal integrity, honesty, and truthfulness in all their public activities in order to inspire public confidence and trust in the District.

II. APPLICABILITY

2.01 This policy is applicable to all District Directors.

2.02 Notwithstanding any provision of this Code every District Director shall comply with applicable Federal, State and local laws.

III. RESPONSIBILITIES OF PUBLIC SERVICE

3.01 District Directors are bound to discharge faithfully the duties of their offices, recognizing that the lives, safety, health, and welfare of the general public must be their primary concern. Their conduct in their official and private affairs should be above reproach to assure that their public office is not used for personal gain.

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IV. CONFLICT OF INTEREST

4.01 District Directors are prohibited from making, participating in, or in any way attempting to use their District offices to influence a District decision in which they know or have reason to know they have a financial interest.

4.02 District Directors shall not engage in outside employment, activities, or enterprises for compensation that are inconsistent with, incompatible to, or in conflict with their duties as District Directors. The outside employment, activities or enterprises inconsistent with, incompatible to, or in conflict with an Director's District duties include those which:

- (1) involve the use for private gain or advantage of (a) a Director's District work, District facilities, District equipment and District supplies; or (b) the influence or prestige of his or her position with the District; or
- (2) involve receipt or acceptance by a District Director of any money or other consideration from anyone other than the District for the performance of an act which the Director would be required or expected to render in the regular course of his or her District obligations as a Director; or
- (3) involve the performance of an act in other than his or her capacity as a District Director which act may later be subject directly or indirectly to control, inspection, review, audit, or enforcement by the District.

4.03 No District Director shall solicit or accept gratuities, favors or anything of monetary value including personal loans, from contractors, subcontractors, consultants, potential contractors, potential consultants, or potential subcontractors, except an unsolicited gift of nominal intrinsic value. "Nominal intrinsic value" for purposes of this section shall mean a value of less than \$250, within a twelve-month period from a single source.

4.04 No current or former District Director shall disclose, permit disclosure or otherwise use confidential information acquired by virtue of his or her position with the District for his or her or another person's private gain or for any purpose except in the performance of his/her official duties and responsibilities for the District or as may be required by law. No District Director shall reveal information received in a lawful closed session of the District's Board of Directors unless such information is required by law to

be disclosed. No District Director shall take any action or provide any information for or on behalf of any prospective contractor or vendor that interferes with free and open competition for District contracts.

- 4.05 No District Director shall engage in or permit the unauthorized use of District-owned property, including but not limited to facilities, vehicles, materials, equipment, licensed software and information. Use of District property for purposes other than District business shall be considered an unauthorized use unless a Director has received prior approval for such use by the Board of Directors. Use of District property for non-District business will only be authorized when the Board of Directors determines it is in the best interest of the District to do so.
- 4.06 District Directors shall immediately report to the Board of Directors the existence of a conflict of interest, including a financial interest in making or participating in making of any governmental decision, so that appropriate action be taken.

V. POLITICAL ACTIVITY

- 5.01 Except as herein otherwise provided, or as necessary to meet requirements of federal or state law, no restriction shall be placed on the political activities of any District Director.
- 5.02 No District Director who holds, or who is seeking election or appointment to, any office or employment in a state or local agency shall, directly or indirectly, use, promise, threaten or attempt to use any office, authority, or influence, whether then possessed or merely anticipated, to confer upon or secure for any person, or to aid, obstruct, or to prevent any person from securing, any position, nomination, confirmation, promotion, or change in compensation or position within the District.
- 5.03 No District Director shall directly or indirectly solicit a political contribution from a District employee, except if such solicitation is part of a solicitation made to a significant segment of the public, which may include District employees.
- 5.04 No District Director who holds, or is seeking election or appointment to, any office shall offer or arrange for any increase in compensation or salary for a District employee in exchange for, or promise of, a contribution or loan for the person who holds, or who is seeking election or appointment to

such office.

5.05 No District Director shall engage in political activity while acting in his/ her capacity as a Director for the District.

VI. NONDISCRIMINATION

6.01 District, Directors shall not, in the performance of their District responsibilities, engage in unlawful discrimination of any sort under any applicable federal, state, county or municipal law or ordinance, including without limitation discrimination against any person on the basis of race, sex, color, national origin, religion, disability, age, marital status, sexual orientation, or veteran status, and they shall make good faith efforts to support and comply with the District's equal opportunity and affirmative action goals and objectives.

VII. STATEMENTS OF ECONOMIC INTEREST

7.01 Directors shall file assuming office statements, annual statements and leaving office statements of economic interests with the District as required by state law. Assuming office statements for Directors shall include disclosure of investments and interests in real property and business but also income, gifts and loans income received during the 12 months prior to the date of assuming office. Upon receipt of these statements the District shall make and retain a copy and forward the original of these statements to the appropriate public agency.

VIII. REPORTING OF IMPROPER GOVERNMENT ACTIVITIES

8.01 District Directors are encouraged to serve the public interest by disclosing to the Board of Directors to the extent not in conflict with the attorney-client privilege or the physician-patient privilege, information concerning District activities where the Director has reasonable cause to believe that the information discloses a violation of state or federal statute, or violation or noncompliance with state or federal regulation. No Director of the District shall use or attempt to use his or her authority to interfere with such disclosure made by another Director or a District employee or to retaliate against a Director or District employee for such disclosure.

Santa Cruz Metropolitan Transit District Expense List

Authorized
Transportation:
Airporter (e.g. shuttle)
Bridge tolls
Cab (to/from hotel)
Cab (to/from meetings & meals)
Parking at airport
Parking at hotel, conference center
Personal vehicle mileage to/from airport
Public transportation (e.g. bus, subway)
Rental Car with prior approval by General Manager
Transportation tickets (e.g. airline, train)
Meals:
Coffee break expenses
Meal beverages (non-alcoholic)
Reasonable cost meals for self
Tips for meals (15% maximum)
Personal Sundries:
Daily newspaper
Personal telephone calls (reasonable and customary, one per day)
Required seminar materials
Telephone calls (SCMTD business)
Traveler's check fee on travel advance
Lodging:
Self
Not Authorized
Transportation:
Baggage Claims
Cab (personal)
Tips to cabs
Tips for luggage handling
Meals:
Bar expenses
Meals for others (e.g. spouses, personal guests)
Meals upon return to Santa Cruz County-
Snacks
Meals prior to departure
Personal Sundries:
Housekeeping tips
Clothes cleaning
Clothing
Entertainment (e.g. in room pay per view, movies, video rentals)
Hair care
Personal items (e.g. toothpaste)
Shoeshine
Souvenirs/Gifts
Trip Insurance
Lodging:
Other than self (e.g. spouse, personal guests)

SCMTD Board Rules of Order

First, please **note** that these suggested rules are a modification of Robert's Rules of Order. A strict following of Robert's Rules of Order is incredibly cumbersome and inefficient for a small group. The Board needs to use common sense in the application of these rules and may adopt additional modifications as problems become apparent. Nothing in formal rules can substitute for the need to have people stick to the subject at hand, not talk longer than necessary and try to cooperate in moving an agenda forward rather than deliberately use procedural rules to gum things up. That said, here are **the** basic rules:

1. Each meeting shall have an agenda which shall be made available, along with supporting materials, to the Board members and interested members of the public at least 72 hours before each meeting. The first item of business on each agenda shall be an opportunity to accept or change an agenda. The order of items may be changed and items may be deleted for lack of sufficient information to act on them. Items may not be added to an agenda without a 2/3 vote and a finding that there is either a serious emergency or that the item is urgent and only came to the attention of the body after the agenda deadline (which requires public posting a minimum of 72 hours before the meeting) had passed. The Chair, with the support of the SCMTD staff, shall establish the order for agenda items and the order should not be changed capriciously. The agenda should distinguish between items which are purely informational and items which will require action by the Board.

2. When the Board moves to an item for discussion, the Chair or the appropriate staff person usually introduces it, or some other member if that is more appropriate. Whenever possible, items will be introduced with a written recommendation for action. At any time any member other than the Chair may, after being recognized by the Chair, make a motion for action on the item. In many cases, some discussion should take place before a motion is made **so that** the motion adequately addresses the concerns of everyone present, or at least a majority of the Board.

3. It is not helpful to make motions which clearly have little support from the majority of the Board, since they are likely to be defeated and discussion of them is really a diversion. (Note that sometimes, individuals may have a political reason for introducing a motion that they know will fail just to get everyone's vote on the matter on the record, but this should be used sparingly and only on matters of importance, since it is inefficient and does not move the Board toward resolution.) Motions must be seconded for discussion. The lack of a second kills a motion and returns the Board to general discussion or a new motion. The Chair may not make motions but may second them.

4. One of the major responsibilities of the Chair is to move the Board to complete action on an agenda item. If the discussion seems to be going in circles, people are repeating themselves, etc., the Chair may suggest that it is, perhaps, time for a motion to resolve a discussion. Although the Chair may not make motions, he or she may suggest the content of a motion which other members may act on or not as they see fit.

The Chair really runs the meetings. He or she should generally defer to other members, saving comments (other than a brief introduction of an item) for last. Good chairs do manage to get input into a discussion, but their major responsibility is making the meeting run efficiently, calling on people in an even-handed fashion, encouraging people to make their comments brief and to the point, cutting people off when they are really going on too long. All of this must be done politely but firmly when necessary. Good chairing requires having a good sense of what the majority of the Board seems to want in terms of knowing when to cut off debate, encourage more debate, or ask a person to clarify a comment or a motion. The Board should respect its Chair and generally follow his or her advice. When it is clear that a ruling of the Chair does not reflect the majority of the Board's feelings, a motion may be made to overturn a Chair's ruling. This should be done infrequently. If it starts to happen frequently, it is time to think about electing a new Chair.

6. Once a motion is made and seconded, it is usually discussed (unless it is so obviously wonderful that everyone is just prepared to vote on it). Motions may be debated and they may be amended. An amendment must be an attempt to improve a motion. The chair may rule an amendment out of order if it completely undoes the intent of the main motion. (For example, a motion to add the word "not" in front of some proposed action is not acceptable.) The Board may only discuss one amendment at a time. If people don't like the amendment, they may speak against it and vote it down, but they may not amend an amendment. The following are procedures on amendments and motions:

a) The Chair may allow "friendly amendments" in which, if both the maker and seconder of the main motion like an amendment, they may just accept it into the main motion without a separate vote or further discussion. Friendly amendments should not be used as a means of cutting off debate when one or more members strongly oppose an amendment. When in doubt, or if the proposed amendment is highly controversial, the Chair should not allow an amendment to be accepted as "friendly," but should allow the members a chance to vote it up or down.

b) If in discussion of an amendment or a motion it becomes clear that everyone, including the maker and the seconder of the amendment or motion, change their minds and no longer think their amendment or motion makes much sense or believe that a different amendment or motion would be better, they may withdraw the original amendment or motion. Then, any member except the Chair may be recognized and make a different amendment or motion. A huge amount of time can be saved by having the maker and seconder of an amendment or motion recognize that someone else has a better idea, agree to withdraw their amendment or motion, and move the alternative that has been suggested and seems to have general member support.

c) A main motion may be amended as many times as the Board likes but once an amendment is made and seconded, that amendment must be discussed and either passed, rejected, or dropped by the maker and second before moving on to additional amendments or back to discussion on the main motion.

12B.b2

d) After the Board is finished amending a motion, the Board returns to the main motion for any brief final comments and then acts on the main motion. As a courtesy, a main motion may be “divided” into parts if Board members want to indicate their rejection of parts of the motion. But the Chair must be sure that “dividing the question” does not result in an absurdity; for example, allowing Board members to vote in support of the spending half of a motion without also voting for the part of the action that pays for the spending (e.g.. a member votes that they support adding a bus route, but vote against appropriating the funds for the route).

e) After everyone who wants to speak to an amendment or motion has had his or her turn, any member who has been recognized may “call the question” which is a call for a vote on the amendment or motion on the floor. Unlike the formal Robert’s Rules of Order, the Chair should either call the question or explain that they will allow a few more comments. As suggested above, the Board should respect the Chair in this matter. Board members should avoid calling the question simply out of impatience, and members should seek to avoid being redundant in their comments. As in all procedures, the Board has the right to overturn the Chair on the matter of calling the question, either insisting on more discussion or cutting debate off, but this should be used sparingly. A motion to overturn the Chair on any matter should either be taken without discussion or after only a brief comment from the Chair and the maker of the motion to overturn as to their reasons. Long debates about overturning rulings of the Chair are not productive and should be avoided at all costs. A Chair whose rulings are regularly overturned should seriously consider stepping down.

f) As with amendments, main motions may only be discussed one at a time. If members think they have a better motion than the one on the floor, they may say so, argue to defeat the motion on the floor and then if they succeed, offer their alternative. But action on the motion on the floor must be completed before moving on to another motion. (Unlike Robert’s Rules of Order, “substitute motions” should not be accepted until the motion on the floor is defeated.)

g) An amendment, a motion, or even a whole discussion item may be “**tabled.**” To table a motion is to cut off debate. Reasons for doing this might include becoming aware that there is insufficient information for action, that no position seems capable of getting a majority of support, or that the discussion is just bogging down and appears not capable of being rescued at the current meeting. An item may be tabled to a specific time (in which case the time to which is being tabled is debatable, e.g. an argument that a different date would serve the Board better) or an item may be tabled indefinitely. The latter is not debatable. As soon as it is made and seconded it must be voted up or down. An item that is tabled may be re-agendized for a later meeting, but may not be brought up again during the meeting at which it is tabled. Tabling motions should be used sparingly. Confusing and unproductive discussion may be tabled. Bad ideas should generally not be tabled but voted down after a reasonable period of debate.

7. In discussion of an item, a motion, or an amendment there is a hierarchy or priority for recognition of speakers by the Chair. Generally, attempts to be fair, inclusive, and

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efficient are guiding principles. The Chair may decide on which order to call upon speakers. The following may be helpful hints:

a) Call first on people who have not spoken yet or spoken as much as others (rather than simply who shot their hand in the air first).

b) Generally, the Chair calls upon her or himself last.

c) The highest priority for recognition is called **“a point of personal privilege.”** If a member has been personally insulted or attacked, they should have an immediate opportunity to respond. This should be used very sparingly, and never abused as a cover to make some substantive point, since a person that abuses this right may lose it. If members of the Board are regularly insulting each other, the Chair should try and resolve the issue either immediately or outside of the meeting.

d) The next highest priority for recognition is a process comment or **“point of order.”** Again, this should never be used to slip in a substantive argument, but to clarify a confusing process. For example, if someone starts to make a second amendment to a motion when a prior one is still on the floor, a process comment would be to interrupt the substantive discussion to point out the problem to the Chair. Or an observation that the meeting is running way over time and a solution needs to be found before continuing with substantive discussion of issues would take priority over someone wanting to make another point in the debate.

e) Generally, it's a good idea to start discussion of an item by asking if there are questions before entering into debates, making motions, etc. So a Chair might begin an item by asking if there are any questions and then taking comments and accepting motions. Again, members should refrain from using the question period to slip in substantive comments. Do note, however, that sometimes starting a discussion with a suggested motion clarifies things even better than questions. Members of the Board making motions early in a discussion have a real responsibility to not lead the group down unproductive paths by making motions that have no hope of passing.

8. The Chair must decide when to accept public input on an item and to what extent they need to limit either the total time for comments or the time allowed each member of the public for comment. Sometimes it is best to take public comments right after the agenda item is described. Other times it makes more sense to wait until the issue is clear, at least after some initial debate among members. Sometimes, it even makes sense to wait until there is a motion on the floor, so the public really understands what they are commenting upon. The Chair may, again, be overruled about public input, but this should be done sparingly and only for very good reason.

Finally, please remember that no formal rules can substitute for Board members coming prepared to meetings, having a clear agenda with sufficient information for good decision making, and having members who make their best effort to be cooperative with the Chair and each other, listen to each others' points, who are willing to be flexible about positions, and who attempt to make decisions efficiently, even when they disagree with

12B.64

the outcome. Good participation and full input from members and the public is very important in good decision making, but getting through agendas --getting real things accomplished, making difficult decisions and then moving on -- is equally important. Democracy suffers when groups are overly closed or dictatorial, but it also suffers when people get the perception that the SCMTD is so inefficient that it just doesn't get things done. The Board and its Chair should strive for a balance that respects full input from all participants, but also moves to action in a reasonably efficient manner.

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Attachment C Various Alternative Methods for the Selection of METRO's SCCRTC Representatives

1. Board Chair Appoints Committee to Nominate Slates of Representatives and Alternates

The Board of Directors shall each year in January appoint **its** three representatives and three alternates (in order of priority) to the Santa Cruz County Regional Transportation Commission (SCCRTC). The Board Chair shall appoint a 3-member committee **of** Directors who shall nominate three representatives and three alternates to be submitted to the Board **of** Directors at its first meeting in January. **Nominations for representatives and alternates shall also be received by the Chair from other Directors.** Thereafter, at the second meeting in January, the Board of Directors shall vote on the nominations via a motion and a second. To be appointed, a nomination shall receive **at least** six affirmative votes. A Director may move a slate of three representatives and/or a slate of alternates for appointment. If none of the previously nominated directors receive the appointments, then the Chair shall entertain further nomination from the Directors until such time as the Board of Directors approves three representatives and three alternates.

2. Individual Directors Nominate Slates of Representatives and Alternates

The Board of Directors shall each year in January appoint its three representatives and three alternates (in order of priority) to the Santa Cruz County Regional Transportation Commission (SCCRTC). At the first meeting in January, the Board Chair will accept nominations from any Director of representatives and/or nominations of alternates. Each nomination must include a slate of three nominations. Thereafter, at the second meeting in January, the Board of Directors shall vote on the nominated slates via a motion and a second. To be appointed, a nominated slate shall receive at least six affirmative votes. If none of the previously nominated slates receive the appointments, then the Chair shall entertain further nomination from the Directors until such time as a slate of representatives and a slate of alternates has been approved by the Board of Directors.

11.01 Public Addressing the Board

- a. Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the Board of Directors on any item of interest to the public, before or during the Board's consideration of the item, that is within the subject matter jurisdiction of District. Every notice for a special meeting shall provide an opportunity for members of the public to directly address the Board of Director's concerning any item that has been described in the notice for the meeting before or during consideration of that item.
- b. **The Chair of the Board of Directors may, depending on the circumstances, limit the total amount of time allocated for public testimony on particular issues and/or for each individual speaker. However, any restrictions placed on public testimony must be reasonable and not an effort to suppress expression merely because of the content of the speaker's view.**
- c. All remarks shall be addressed to the Board of Directors as a body and not to any member thereof. No person, other than the Chair and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Board, without permission of the Chair. No question shall be asked of a Board member except through the Chair. Additionally, any person may submit written materials to the Board of Directors for its consideration.

July 15, 2004

Attachment E

TO: Board of Directors
FROM: Pat Spence

Re: 7/23/04 agenda item 14 Consideration of Modification to Santa Cruz Metro's Bylaws.

The following is submitted for consideration of term expirations, the November elections and the importance to sustain time sensitive Metro projects such as Metrobase and in-house paratransit. Each jurisdiction has maybe 3 to 4 seats up for election. The newly elected Supervisor seats and City Council members no doubt will be installed before the last part of November. The appointments to the Metro Board will need to be made in December in order for Metro Board appointments to the RTC to be nominated at the first meeting in January.

Might it be better to have the Metro Boards' RTC Commissioner seats nominated in February (or March) rather than January? The Board of Supervisors and City Councils would then have more time to recruit and appoint their representatives. This would also give newly appointed Directors the opportunity to be nominated as RTC Commissioners.

The table below shows the Board seats that will expire in 12/04. An article published in the Sentinel 7/16/04 stated that Sheryl will "step down" from the Scotts Valley City Council. If this is true, this means her seat will have a replacement. Six of the 11 Board seats will need to be reappointed.

CURRENT BOARD MEMBERSHIP TERMS

Revised 1/26/04

	SEAT #	Appointing Authority	Term Began	Term Expires	First Served
Emily Reilly	1	City of Santa Cruz	12/00	12/04	12/00
Marcela Tavantzis	2	City of Watsonville (Reapportioned 6102 to Watsonville)	12/00	12/04	6/02
Mike Rotkin	4	City of Santa Cruz	1/01	12/04	1/03
Mark Stone (completing term of Jeff Almquist)	6	County of Santa Cruz	1/01	12/04	1/04
Dale Skillicorn (completing term of Rafael Lopez/Ventura Phares)	10	City of Watsonville	1/01	12/04	1/04
Sheryl Ainsworth	11	City of Scotts Valley	1/03	12/06	4/00

12B.e1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

STAFF REPORT

DATE: September 24, 2004
TO: Board of Directors
FROM: Margaret Gallagher, District Counsel
SUBJECT: CONSIDERATION OF APPROVAL OF A RESOLUTION TO MODIFY SANTA CRUZ METRO'S BYLAWS INCLUDING:

A. CLARIFYING THAT APPOINTEES TO THE METRO ADVISORY COMMITTEE (MAC) SERVE AT THE PLEASURE OF THE BOARD OF DIRECTORS; AND

B. ADDING RULES OF PROCEDURE FOR BOARD MEETINGS, SELECTING REPRESENTATIVE TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION, SETTING TIME LIMITS FOR TESTIMONY ON AGENDA ITEMS AND OTHER CHANGES.

(SUPPLEMENTAL REPORT)

I. RECOMMENDED ACTION

Review the City of Watsonville's Code of Ethics. Approve the attached Resolution which modifies the Santa Cruz METRO's Bylaws

II. SUMMARY OF ISSUES

- At the September 10, 2004, Santa Cruz METRO Board of Director's meeting, UTU Representative, Bonnie Morr stated that her April 19, 2004 letter was designed to suggest the need for the adoption of a Code of Ethics for Directors of the Santa Cruz METRO Board. During the discussion that followed, Director Marcela Tavantzis advised that the City of Watsonville had recently adopted a Code of Ethics. A copy of the City of Watsonville's staff report and Resolution are attached as Attachment A.
- Attachment B to this report is a Resolution setting forth the Santa Cruz METRO Bylaws with proposed modifications that have been discussed and reviewed over the last few months.

III. DISCUSSION

At the September 10, 2004, Santa Cruz METRO Board of Director's regular meeting, UTU Chair Bonnie Morr suggested the need for a Code of Ethics for the Board of Directors. Director

Marcela Tavantzis reported that the City of Watsonville had just adopted its own Code of Ethics. A copy of the City of Watsonville's staff report and Resolution are attached as Attachment A. Attachment B to this staff report is a Resolution of the Santa Cruz METRO's Bylaws with the proposed modifications that have been discussed over the last several months.

If the Board of Director's is interested in formulating a Code of Ethics in the nature of the one adopted by the City of Watsonville, METRO staff recommends that the Board adopt the modified Bylaws as set forth in Attachment B and direct staff to bring back at a later meeting a Code of Ethics based on the City of Watsonville model.

IV. FINANCIAL CONSIDERATIONS

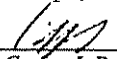
None

V. ATTACHMENTS

Attachment A: City of Watsonville's Staff Report

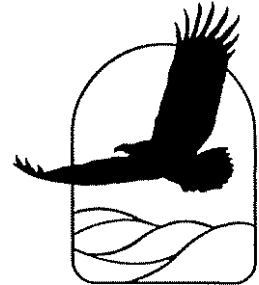
Attachment B: Resolution Approving Code of Ethics

Endorsed for presentation
to the City Council


Carlos J. Palacios

**City of Watsonville
City Manager's Office**

MEMORANDUM



DATE: June 29, 2004

TO: Carlos J. Palacios, City Manager

FROM: Roger L. Wong, Deputy City Manager

SUBJECT: Adoption of City Council Code of Ethics and Values

AGENDA ITEM: August 10, 2004 City Council

RECOMMENDATION

That the City Council consider and approve a resolution adopting the City Council Code of Ethics and Values which is attached to the resolution. The City Council Code of Ethics and Values was developed at Special City Council Meetings held on April 20 and May 4, 2004

DISCUSSION

Purpose

There are three reasons the City Council should consider approving its own code of ethics. First, a code of ethics encourages high standards of behavior by public officials. The code may serve as a guide for the actions and behavior of the City Council. It may serve as a useful reminder when difficult decisions need to be made. Second, a code of ethics should increase public confidence in the institutions that serve the public. By adopting a code of ethics that has sound values and high standards of conduct, the public may measure the degree to which the City Council lives up to these standards. Third, a code of ethics should assist public officials in making decisions that affect the community. Public officials should constantly strive to make decisions that serve the best interests of the community.

Process

The City Council selected a consultant to assist in the development of its code of ethics. JoAnne Speers, Executive Director of the League of California Cities Institute for Local Self Government, assisted the City Council in the development of its proposed code of ethics. The consultant was selected by a City Council Sub-committee comprised of City Council Members Bersamin, Rivas and Skillicorn. Ms. Speers has conducted extensive work on codes of ethics and has published widely on the subject. She has also assisted other governmental entities in the development of their codes of ethics.

The City Council participated in two, three-hour workshops, facilitated by staff from the Institute for Local Self Government. Both workshops took place on Tuesday evenings at the Corralitos Woman's Club, Prior to the first workshop, which occurred on April 20, 2004, City Council Members were assigned homework. This homework consisted of completing an ethics code menu/worksheet. The exercise consisted of selecting four values from a menu listing various values. It also involved selecting expressions from a menu which further explained the four selected values. The values and expressions of the values were turned in and tabulated for presentation at the first workshop session. At this first workshop, the City Council agreed to have their code of ethics focus on four core values. They also identified a number of expressions that are most important to the selected values.

The second workshop took place on May 4, 2004. City Council Members were again assigned homework. Homework for this second session consisted of providing examples of how they would operationalize the values and expressions selected in the first session. During this second session the City Council also reviewed and refined the code (preamble, values and expressions of values) to assure it met the needs of the City of Watsonville. The City Council then discussed ways to disseminate the code and heard from the City Manager about his plans to engage staff in a dialogue on how the values adopted by the City Council apply to staffs work in service to the community.

At the end of the process, the City Council had a draft code of ethics to consider for final adoption at its August 10, 2004 City Council Meeting, as well as a series of implementation strategies,

City Council **Code** of Ethics and Values

The two special sessions of the City Council resulted in a City Council Code of Ethics and Values, It is attached to the resolution within this agenda item

The preamble to the City Council Code of Ethics and Values states that the residents of Watsonville are entitled to responsible, fair and honest city government that operates in an atmosphere of respect and civility consistent with the City Council's Mission Statement. It further states that the code was developed to 1) describe the standards of behavior to which its leaders aspire; 2) provide an ongoing source of guidance to city officials in their day-to-day service to the city; and 3) promote and maintain a culture of ethics.

The four core values of the City Council Code of Ethics and Values are: responsibility, fairness, respect and honesty. Each one of the four values is followed by a series of expressions that have been selected by the City Council as being the most important for the City of Watsonville. These expressions help to describe and explain how City Council Members will apply the values in their service to the residents of Watsonville.

Implementation Strategies

General Dissemination-The code should be made available in Spanish and English and disseminated in the following ways:

- Included in every council packet
- Posted in City Council Chambers lobby (framed, poster size)
- posted in City Council Office (framed, poster size)

- Displayed on Channel 70 periodically
- Included in City Council Protocol binder
- Included as a link on the City Council webpage and City website

In addition, the City Council directed that the code should become a part of the orientation for new City Council Members, The City Council also suggested the City newsletter include an article on the City Council's adoption of the code,

Boards and Commissions -- The code shall be added to the agenda of each board and commission for approval; the code should also become part of the orientation for board and commission members.

City Staff -- The City Manager will initiate a conversation with City staff about how the values adopted by the City Council apply to their work on behalf of the City and will report back to the City Council, The City staff will also develop its own code of ethics that, while consistent with the City Council Code of Ethics and Values, will be more specifically directed towards their administrative services to the public

Annual Review-The City Council committed to reviewing and evaluating the code of ethics annually, as part of its strategic planning process

STRATEGIC PLAN

This item applies to the communication section of the Strategic Plan.

FINANCIAL IMPACT

There will only be incidental costs related to this item, Staff time will be the only significant expenditure

ALTERNATIVES

The City Council could decide not to have a City Council Code of Ethics and Values or could modify the proposed City Council Code of Ethics and Values

ATTACHMENTS

None

cc: City Attorney

RESOLUTION NO. _____ (CM)

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WATSONVILLE ADOPTING AND APPROVING THE CITY OF
WATSONVILLE CITY COUNCIL CODE OF ETHICS AND VALUES**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATSONVILLE,
CALIFORNIA, AS FOLLOWS:**

That the City of Watsonville City Council Code of Ethics and Values, a copy of which is attached hereto and incorporated herein by this reference, are hereby adopted and approved

City of Watsonville City Council Code of Ethics and Values

The residents of the City of Watsonville are entitled to responsible, fair and honest city government that operates in an atmosphere of respect and civility consistent with the City Council's Mission Statement. Accordingly, the Watsonville City Council has adopted this code to 1) describe the standards of behavior to which its leaders aspire; 2) provide an ongoing source of guidance to city officials in their day-to-day service to the city; and 3) promote and maintain a culture of ethics

This code applies to the City Council and its appointed boards and commissions. The code will be reviewed and evaluated annually, as part of the City's strategic planning process,

Responsibility

- I understand that the community expects me, as a leader, to serve with dignity and respect for my office, as well as be an agent of the democratic process
- I avoid actions that might cause the public to question my independent judgment
- I do not use my office or the resources of the city for personal or political gain
- I am a prudent steward of public resources and actively consider the impact of my decisions on the financial and social stability of the city and its residents

Fairness

- I promote consistency, equity and non-discrimination in public agency decision-making.
- I make decisions based on the merits of an issue, including research and facts
- I encourage diverse public engagement in our decision-making processes and support the public's right to know.

Respect

- I treat my fellow officials, staff and the public with patience, courtesy and civility, even when we disagree on what is best for the community,

Honesty

- I am honest with my fellow elected officials, the public and others
- I am prepared to make decisions when necessary for the public's best interests, whether those decisions are popular or not
- I take responsibility for my actions, even when it is uncomfortable to do so

Adopted [insert _____ date]

RESOLUTION NO. 69-2-1
Amended 1-21-83, 6-16-89, 8-21-92,
4-15-94, 4-21-95, 4-27-97, 9-18-98,
4-16-99, 11-19-99, 6-16-00, 6-08-01,
6-15-01, 9-21-01, 02-15-02, 06-21-02,
09-27-02, 10-10-03, 12-19-03, 09-24-04
On the Motion of Director:
Duly Seconded by Director:
Is Hereby Amended:

**A RESOLUTION OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT BOARD OF DIRECTORS
ESTABLISHING RULES, REGULATIONS, AND PROCEDURES FOR,
AND THE TIME AND PLACE OF MEETINGS OF THE BOARD; AND
CREATION OF OTHER OFFICES**

I. REGULAR MEETINGS

1.01 Regular Meetings; Time

- (a) Regular meetings of the Board of Directors shall be held on the second Friday of each month from 9:00 a.m. to not later than 11:00 a.m. and on the fourth Friday of each month from 9:00 a.m. to not later than noon. The Board of Directors may extend the meeting times as necessary through Board action. Notwithstanding the foregoing, if a regular meeting falls within 5 working days of a recognized District holiday, i.e., Thanksgiving, Christmas or New Year's Day, the Board of Directors shall reschedule the meeting to a more convenient date. The regular meeting schedule shall be published for the upcoming year and approved by the Board of Directors during October of each year.
- (b) The regular meeting on the second Friday of the month shall primarily be in a workshop format to review matters that may be agendized for the Regular Board Meeting scheduled for the fourth Friday of the month. However, the Board of Directors may take action at either regular Board meeting pursuant to the agenda prepared in accordance with California law and these Bylaws.

1.02 Regular Meetings; Place

- (a) The Regular meeting of the Board of Directors on the second Friday of the month shall be convened in the Encinal Conference Room at Santa

Cruz Metropolitan Transit District, 370 Encinal Street, Suite 100, Santa Cruz, CA 95060. The Regular meetings of the Board of Directors on the fourth Friday of the month shall be convened in the Santa Cruz City Council Chambers, City Hall, 809 Center Street, Santa Cruz, California, except that in the following months the meetings will be held at the specified locations: May: Capitola City Council Chambers located at 420 Capitola Avenue, Capitola, California; November: Watsonville City Council Chambers located at 250 Union Street, Watsonville, California.

- (b) If, by reason of fire, flood, earthquake or other emergency, it shall be unsafe to meet in the place designated above, the meeting shall be held for the duration of the emergency or unsafe condition at the place designated by the Chair of the Board of Directors in a notice to the local media that have requested notice in writing, by the most rapid means of communication available at the time. A notification advising the public of the changed meeting location during the emergency or unsafe condition shall be posted on the door of the regular meeting room by the Secretary/General Manager, unless circumstances prevent her/him from doing so.
- (c) The Board of Directors shall not conduct any meeting in any facility that prohibits the admittance of any person, or persons, on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, veteran status, or which is inaccessible to disabled persons, or where members of the public may not be present without making a payment or purchase.

1.03 Regular Meetings; Open to the Public

- (a) Meetings of the Board of Directors shall be open and public and all persons shall be permitted to attend except as otherwise allowed by law or when a closed session is authorized pursuant to applicable state law and properly noticed in accordance therewith.
- (b) A Spanish-bilingual interpreter shall be present and available for translations at the Regular Board Meeting held on the fourth Friday of the month.

1.04 Closed Sessions: State Reasons and Legal Authority; Scope of Coverage; Notice; Reporting Out

- (a) Prior to holding any closed session, the Board of Directors shall disclose,

in an open meeting, the item or items to be discussed in the closed session. The disclosures may take the form of a reference to the item or items as they are listed by number or letter on the agenda. In the closed session, the Board of Directors may consider only those matters covered in its statement. Nothing in this section shall require or authorize a disclosure of information prohibited by state or federal law.

- (b) After any closed session, the Board of Directors shall convene into open session prior to adjournment and shall make any disclosures required by state law of action taken in the closed session.

II. AGENDA

2.01 Agenda; Notification and Posting

- (a) In order to facilitate the orderly conduct of the business of the Board of Directors, all reports, communications, resolutions, or other matters to be submitted to the Board of Directors shall be submitted to the Secretary/General Manager not later than 12:00 noon on the Friday two weeks prior to the date of the regular Board of Director's meeting scheduled for the second Friday of the month.
- (b) The Chair, in consultation with the Secretary/General Manager, shall arrange the agenda and shall furnish a copy of it to each member of the Board, to the District Counsel, to the County Administrative Officer, and to the City Manager of Santa Cruz, Capitola, Watsonville and Scotts Valley not later than the Tuesday in the week of a Regular Board meeting; the agenda shall be posted on the Official Bulletin Board for the public at the Administrative Office of the Santa Cruz Metropolitan Transit District at least 72 hours preceding each regular Board meeting.
- (c) The agenda shall contain a brief description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public.

2.02 Agenda; Public Input

Every agenda for regular open meetings shall provide an opportunity for members of the public to directly address the Board of Directors on items of interest to the public, before or during the Board's consideration of the item, that

is within the subject matter jurisdiction of Santa Cruz Metropolitan Transit District, provided that no action shall be taken on any item not appearing on the agenda unless the Board complies with Section 2.03 below.

2.03 Agenda; Action Taken Not on Agenda

- (a) No action or discussion shall be taken on any item not appearing on the posted agenda except that members of the Board of Directors present at the meeting or District staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights. In addition, on their own initiative, or in response to questions posed by the public, Directors or District staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a Director or the Board itself may, subject to the District's rules and regulations, provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or, take action to direct staff to place a matter of business on a future agenda.
- (b) Notwithstanding subdivision (a) above, the Board of Directors may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this section, the Chair of the Board of Directors shall publicly identify the item.
 - (i) Upon a determination by a majority vote of the Board of Directors that an emergency situation exists, as defined in Section 4.01(b) herein;
 - (ii) Upon a determination by a two-thirds vote of the Directors present at the meeting, or, if less than two-thirds of the members present at the meeting, a unanimous vote of those member present, that there is a need to take immediate action and that the need for action came to the attention of the District subsequent to the agenda being posted; or
 - (iii) The item was posted pursuant to a prior meeting of the Board of Directors occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

2.04 Agenda; Other Distributed Writings

- (a) Agendas and any other writings when distributed to all or a majority of all, the members of the Board of Directors by any person in connection with a matter subject to discussion or consideration at a public meeting are public records and shall be made available without delay unless the writing is exempt from disclosure pursuant to the Public Records Act.
- (b) Writings which are public records as set forth above and which are distributed during a public meeting shall be made available for public inspection at the meeting if prepared by the District or a Director or after the meeting if prepared by some other person.

III. SPECIAL MEETINGS

3.01 Special Meetings; Notice and Purpose

- (a) A special meeting may be called at any time by the Chair or by a majority of the members of the Board of Directors, by delivering personally or by any other means, at least 24 hours in advance, written notice to each member of the Board of Directors, and to each local newspaper of general circulation, radio or television station requesting notice in writing. The call and written notice shall specify the time and place of the special meeting and the business to be transacted **and discussed**.
- (b) No other business shall be considered at the special meeting. The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.
- (c) Every notice for a special meeting at which action is proposed to be taken on an item shall provide an opportunity for members of the public to directly address the Board of Directors concerning that item prior to action on that item.

The written notice may be dispensed with by any member of the Board of Directors, who at or prior to the time of the meeting convenes, files with the Secretary/General Manager a written waiver of notice. The waiver may be given by telegram. Written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes. Notice shall be required pursuant to this section regardless of whether any action is taken at the special meeting.

IV. EMERGENCY MEETINGS

4.01 Emergency Meetings; Notice and Purpose

- (a) In the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Directors may hold an emergency open meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement of Section 3.01 herein.
- (b) For purposes of this section, "emergency situation" means any of the following:
 - (i) **An Emergency means a ~~W~~work stoppage, crippling disaster** or other activity, which severely impairs public health, safety, or both, as determined by a majority of the members of the Board of Directors.
 - (ii) **A dire emergency means a ~~C~~rippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring the Board of Directors to provide one-hour notice before holding an emergency meeting may endanger** ~~which severely impairs~~ the public health, safety, or both, as determined by a majority of the members of the Board of Directors.
- (c) Although no notice to the public is required, each local newspaper of general circulation and radio or television station which has requested notice of special meetings shall be notified by the presiding Chair of the Board of Directors, or designee thereof, one hour prior to the emergency meeting by telephone **or in the case of a dire emergency, at or near the time that the Chair or designee notifies the directors of the emergency meeting.** ~~and~~ ~~a~~All telephone numbers provided in the most recent request of such newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements of this section shall be deemed waived, and the Chairperson of the Board of Directors, or designee thereof, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting and any action taken at the meeting as soon after the meeting as possible.

4.02 Emergency Meetings; Open to the Public

Emergency meetings are always open meetings regardless of the subject matter except that if agreed to by a two-third vote of the Directors present or if less than two-thirds of the Directors are present, by a unanimous vote of those present, the Board of Directors may hold a closed session with the Attorney General, District Attorney, District Counsel or Chief of Police or their respective deputies, or a security consultant or a security operation manager on matters posing a threat to the security of public buildings, a threat to the security of essential public services, or a threat to the public's right of access to public service or public facilities.

4.03 Emergency Meetings; Requirements

All special meetings requirements, as prescribed in Section 3.01 herein, shall be applicable to a meeting called pursuant to this section, with the exception of the 24-hour notice requirement.

4.04 Emergency Meetings; Minutes

The minutes of a meeting called pursuant to this section, a list of persons who the presiding chair of the Board of Directors, or its designee notified or attempted to notify, a copy of the roll call vote and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

V. DIRECTORS

5.01 The Board of Directors

The District shall be governed by a Board of Directors of eleven members because such membership is necessary to insure adequate representation to all of the areas in the County of Santa Cruz.

5.02 Appointment

The membership of the Board of Directors shall be composed of one member appointed by each City Council of Santa Cruz, Capitola, Scotts Valley, Watsonville and any other incorporated area of the District to represent the incorporated area and one member appointed by the Board of Supervisors of the County of Santa Cruz to represent the unincorporated area. Other appointments shall be made in accordance with the proportionate population within the District. The apportionment shall be based upon the population

distribution within the District and the Board shall reapportion its membership whenever any part of the District is excluded or new territory is added or unincorporated territory within the District incorporates and as a result of the exclusion, annexation, or incorporation, representation on the Board no longer reflects the population distribution within the District. The Board shall also reapportion whenever the County Clerk advises the Board that the latest official census indicates a need for reapportionment.

5.03 Term of Office

- (a) The term of office for each Director shall be four years.
- (b) If the appointee of any legislative body is one of its own members the appointee may serve only as long as the appointee is a member of the legislative body.
- (c) An appointment to fill a vacancy on the Board or an appointment made after the expiration of the preceding term shall be for the unexpired portion of the term.
- (d) The failure of a Board member to attend three consecutive meetings of the Board without good cause shall create a vacancy in the office of the Board member.

5.04 Directors' Code of Ethics

A Directors' Code of Ethics is attached as Exhibit A to these Bylaws and shall serve as a guideline for the Directors in the work that they perform on behalf of the District.

5.05 Director Compensation

Each Director shall receive \$50 for attendance at a meeting of the Board of Directors, attendance as a committee member at a committee meeting of the Board of Directors, attendance as a Board member at an Advisory Committee, attendance at an American Public Transit Association meeting, attendance at a California Transit Association meeting or when performing District business in lieu of attendance at any of the above-stated meetings, up to a maximum of \$100 per month.

5.06 District Travel And Personal Expenditures

- (a) A District Director shall obtain Board authorization to perform or participate in District business prior to actual attendance if such involves the expenditure of District funds. A Director shall receive reimbursement for meals, transportation and other expenses incurred on behalf of the District in accordance with the District's expense list, which is attached hereto as Exhibit B.
- (b) Invoices shall be submitted to the Chair of the Board of Directors for approval. After approval is obtained from the Chair the reimbursement request shall be forwarded to the Finance Department for reimbursement. Reimbursement shall not be necessary when a District staff member pays directly for a Director's expenses.
- (c) Advances based on internal revenue service rates will be made upon a director's request, however, receipts of expenditures must be provided to the Chair of the Board of Directors for approval. All advanced funds shall be returned to the Administrative Services Coordinator if the trip is cancelled or the funds are not used.
- (d) A complete report of all expenses incurred by the Director while engaging in District business shall be submitted by the Director to the Board of Directors for review. Such report may be prepared by District staff upon request.
- (e) District Directors shall not include any expenditure for spouses, friends, or others as a District expense.
- (f) The District's Administrative Services Coordinator shall schedule all conferences, hotel accommodations and transportation for a Director.

VI. PRESIDING OFFICERS

6.01 Election

- (a) The Directors shall in December nominate members of the Board of Directors to serve as Chair and as Vice-Chair of the Board of Directors. The Board of Directors shall, at their first regular meeting in January of each year, choose one of its members to serve as Chair and one of its members to serve as Vice-Chair to serve for the balance of the calendar year or until the selection of their successors.

- (b) Should the office of Chair or Vice-Chair become vacant during the calendar year, the Board of Directors shall choose a successor to fill the vacancy for the balance of that calendar year, or until the selection of a successor.
- (c) In the event of a vacancy of both the Chair and Vice-Chair positions, the Directors shall meet in order to nominate members of the Board of Directors for the vacant positions.

6.02 Chair to Preside

The Chair shall preside at all meetings of the Board of Directors. The Chair shall have authority to preserve order at all meetings and to remove or cause the removal of any person from any meeting of the Board of Directors for disorderly conduct, to enforce the rules of the Board of Directors and to determine the order of business under the rules of the Board of Directors.

6.03 Absence of Chair

If the Chair is absent or unable to act, the Vice-Chair shall serve until the Chair returns or is able to act. The Vice-Chair has all of the powers and duties of the Chair while acting as Chair. In the absence of both the Chair and the Vice-Chair, the Directors shall nominate and elect a director to serve as chair pro tempore during such absences.

VII. CONDUCT OF MEETING

7.01 Call to Order

The Chair shall at the hour appointed for the meeting, immediately call the Board of Directors to order when a quorum is present. The Chair shall preserve strict decorum at all meetings. She/he shall state every question coming before the Board of Directors, call for the vote, announce the decisions of the Board of Directors, and decide all questions of order, subject, however, to an appeal to the Board of Directors, in which a majority vote of the Board of Directors shall govern and conclusively determine such question of order.

7.02 Rights of Chair

The Chair, or such other member of the Board as may be presiding, may second and debate, subject only to such limitation of debates as are by these rules imposed on all members; the Chair shall not be deprived of any of the rights

and privileges of a Director by reason of holding the position of Chair.

7.03 Rules of Debate

- (a) Every Director desiring to speak shall address the Chair, and upon recognition by the presiding officer, shall be confined to the question under debate, avoiding all references to personalities and indecorous language.
- (b) A Director, once recognized, shall not be interrupted when speaking unless it is to call her/him to order. If a Director, while speaking, is called to order, she/he shall cease speaking until a question of order is determined and, if in order, she/he shall be permitted to proceed.
- (d) A Director may request, through the presiding officer, the privilege of having an abstract of her/his statement on any subject under consideration by the Board of Directors entered into the minutes. If the Board of Directors consents thereto, such statement shall be entered; provided, however, that any Director, without the Board's consent, shall have the right to have the reasons for her/his dissent from, or protest against, any action of the Board of Directors entered into the minutes.
- (e) The Secretary/General Manager may be directed by the Chair, with the consent of the Board, to enter in the minutes a synopsis of the discussion of any question coming properly before the Board of Directors.

7.04 Rules of Procedure

Rules of Procedure, which are attached hereto as Exhibit C and incorporated herein by reference shall be followed by the Board of Directors. A complete copy of the Bylaws shall be included in each Director's Board packet and made available for members of the public at Board of Directors' meetings.

7.05 Disruption of Meeting; Clearing Room

In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of such meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the Board of Directors conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this

section. In order to readmit individuals who were not disruptive, the following procedure shall be used:

- (a) When a meeting is disrupted to the point that it cannot be continued, the Chair shall order those persons causing the disruption to leave the meeting.
- (b) If those causing the disruption fail or refuse to leave the meeting, the Chair shall recess the meeting, order the meeting room cleared and summon law enforcement.
- (c) Upon the arrival of law enforcement, the Chair shall reconvene the meeting.
- (d) District Staff shall be directed to readmit those members of the public who did not engage in the disorderly conduct on an individual and intermittent basis.
- (e) If the meeting is again disrupted, the Chair shall cause the meeting room to be cleared and the meeting will continue with only the press in attendance if they have not engaged in any disruption.

VIII. QUORUM

8.01 Transaction of Business; Quorum

A six member majority of the regular members of the Board of Directors shall constitute a quorum for the transaction of business.

IX. ADJOURNMENT/CONTINUANCES

9.01 Adjournment of Meeting

- (a) The Board of Directors may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment.
- (b) Less than a quorum may adjourn any meeting.
- (c) In the absence of all Directors from any meeting, the Secretary/General Manager may declare the meeting adjourned to a stated day and hour. If she/he does, she/he shall then cause written notice of the adjournment

to be given in the same manner as provided for Special Meetings set forth herein.

- (d) A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regularly adjourned regular, special, or adjourned special meeting was held within 24 hours after the time of adjournment.
- (e) When a regular or adjourned regular meeting is adjourned as provided herein, the resulting adjourned meeting is a regular meeting for all purposes.
- (f) When an order of adjournment of any meeting fails to state the hour that the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings of the Board of Directors.
- (g) Any hearing being held, or noticed or ordered to be held, by the Board of Directors at any meeting may by order or notice of continuance be continued or recontinued to any subsequent meeting of the Board of Directors in the same manner and to the same extent set forth above for the adjournment of meetings; provided that, if the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance of hearing shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

X. MINUTES

10.01 Minute Book Record of Open Sessions

- (a) The Secretary/General Manager, or her/his designee, shall attend all open meetings of the Board of Directors and record and maintain a full and true record of all of the proceedings of the Board of Directors in books that shall bear appropriate titles and be devoted to such purpose. Such books shall have a general index sufficiently comprehensive to enable a person readily to ascertain matters contained therein.
- (b) Unless reading of the minutes of a Board of Directors meeting is requested by the Board of Directors by a majority vote, such minutes may be approved without reading if the Secretary/General Manager has previously furnished each member with a synopsis thereof.

10.02 Minute Book Record of Closed Sessions

The Secretary/General Manager shall attend each closed session of the Board of Directors unless otherwise directed by the Board of Directors and shall keep and enter in a minute book a record of topics discussed and decisions made at the meeting. The closed session minute book is not a public record and shall be kept confidential. This minute book shall be available only to members of the Board of Directors of Santa Cruz Metropolitan Transit District or, if a violation of the Ralph M. Brown Act is alleged to have occurred at a closed session, to a court of general jurisdiction.

10.03 Protests and Dissents by Directors Entered in Minutes

Any Director shall have the right to have the reasons for the Director's dissent from, or protest against any action of the Board entered in the minutes.

XI. PUBLIC'S ROLE IN MEETINGS/PUBLIC HEARINGS

11.01 Public Addressing the Board

~~Each person addressing the Board may but is not required to give his/her name and shall speak in an audible tone of voice for the record, and unless further time is granted by the Board, shall limit his/her address to five minutes; if more than five people wish to address the Board of Directors on any one issues, each individual shall be limited to three minutes. All remarks shall be addressed to the Board of Directors as a body and not to any member thereof. No person, other than the Chair and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Board, without permission of the Chair. No question shall be asked of a Board member except through the Chair. Additionally, any person may submit written materials to the Board of Directors for its consideration.~~

- a. Every agenda for regular meeting shall provide an opportunity for members of the public to directly address the Board of Directors on any itme of interest to the public, before or during the Board's consideration of the item, that is within the subject matter jurisdiction of District. Every notice for a special meeting shall provide an opportunity for members of the public to directly address the Board of Directors concerning any item that has been described in the notice for the meeting before or during consideration of that item.
- b. The Chair of the Board of Directors may, depending on the circumstances, limit the total amount of time allocated for public

testimony on particular issues and/or for each individual speaker. However, any restrictions placed on public testimony shall be reasonable and not an effort to suppress expression merely because of the content of the speaker's view.

- c. All remarks shall be addressed to the Board of Directors as a body and not to any member thereof. No person, other than the Chair and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Board, without permission of the Chair. Additionally, any person may submit written materials to the Board of Directors for its consideration.

11.02 Public Hearings

- a) Requests for public hearings shall be in writing and shall be submitted to the Administrative Services Coordinator no later than five (5) days before the last day permitted for announcing the public hearing. All public hearings shall be noticed in local newspaper(s) of general circulation by the Administrative Services Coordinator at the direction of the Secretary/General Manager.
- b) The department manager requesting the public hearing shall investigate all applicable requirements for posting of public hearing notices and shall communicate such requests to the Administrative Services Coordinator to ensure that all public hearings are noticed sufficiently in advance of the date of consideration by the Board of Directors.
- c) A public hearing will be held before the Board of Directors when required by federal, state, or local laws or regulations or when it is asked to take action on any of the following projects:
- (i) A change in 25% or more to the service mileage of any route.
 - (ii) A change in District fares.
 - (iii) Adoption of a Resolution authorizing application for federal funds, state or local funds when required by the funding source.
 - (iv) Adoption of any action taken relating to the adoption of any plan, environmental document, property acquisition, resolution, condemnation resolution or other action relating to a project or property where such public hearing is required by state, federal or local law.
 - (v) Adoption of the Annual Budget.
 - (vi) Adoption of the Short Range Transit Plan.
 - (vii) Adoption of an Ordinance.

XII. RESOLUTIONS, ORDINANCES AND MOTIONS

12.01 Acts of Board

The acts of the Board of Directors shall be expressed by Motion, Resolution or Ordinance. No Ordinance, Resolution or Motion shall have any validity or effect unless passed by the affirmative votes of six directors. The Board of Directors shall not take action by secret ballot, whether preliminary or final in an open or closed session.

12.02 Resolution

No resolution shall be adopted by the Board unless it is presented before the Board in writing or read aloud. Where copies of the resolution have been presented to each Director, the reading of the resolution is automatically waived unless a Director specifically requests that it be read. Resolutions must be adopted by a roll call vote; however, routine resolutions may be placed on the consent agenda. In the event that a Director wishes to dissent or abstain, the resolution will be removed from the consent agenda and be placed on the Regular Agenda. Resolutions may also be passed by unanimous voice vote.

12.03 Ordinance

- (a) No ordinance shall be passed until a public hearing has been held on it, which hearing shall be advertised in a newspaper of general circulation or posted in at least three public places at least 15 days prior to the hearing. No ordinance shall be adopted by the Board of Directors on the day of introduction. Ordinances must be adopted by a roll call vote.
- (b) All ordinances shall be printed after passage, and maintained in the District Administrative Offices.
- (c) The enacting clause of all ordinances shall be as follows:

"Be it enacted by the Board of Directors of the Santa Cruz Metropolitan Transit District:..."
- (d) All ordinances shall be signed by the Chair of the Board or Vice-Chair and attested by the Secretary/General Manager.

XIII. METHOD OF VOTING

13.01 Voice Vote

Unless a roll call vote is specifically requested by a Director, all matters, except the voting on Resolutions and Ordinances, shall be decided by voice vote. All actions of the Board of Directors shall be approved by affirmative vote of a minimum of six voting members of the Board of Directors unless otherwise specifically required.

13.02 Silence Recorded as Affirmative Vote

A member's silence shall be recorded as an affirmative vote.

13.03 Duty to Vote

Each Director has a duty to vote when present at a meeting on matters coming before the Board of Directors or a Board Committee unless he/she has notified the Board of Directors of a legal conflict of interest in accordance with California state law and has made a full public disclosure regarding such conflict of interest. If a conflict of interest is disclosed, the Director shall abstain from voting, unless otherwise required by law to vote.

13.04 Unanimous Voice Votes in Lieu of Roll Call for Resolutions

A Director can move the passage of a Resolution by a unanimous voice vote in lieu of a roll call. If a dissent is registered then a roll call vote shall be taken.

XIV. COMMITTEES AND APPOINTMENTS

14.01 Creation of Committees

- (a) The Board of Directors may establish committees for a stated purpose. **If required by California Law, ~~All~~ committees and their members shall comply with the Ralph M. Brown Open Meeting Act. ~~and~~ Committees are required to comply with these Rules and Regulations.** The Secretary/General Manager shall provide adequate staffing to assist the committees in doing their work. Directors who are not committee members may attend committee meetings as long as they attend only as observers when a majority of the Board of Directors is in attendance at the committee meeting. **Appointees to committees serve at the pleasure of the Board of Directors, except that no appointee will be removed from office for an illegal reason including the exercise of his/her right to**

speak about matters of public concern. The committees shall include the following:

- (i) Working committees or subcommittees of the Board of Directors analyze, review, and make recommendations to the Board of Directors on items to be presented to the full Board. The Chair of the Board shall appoint members of the Board to such committees or subcommittees and shall also appoint a Board member to chair the committees or subcommittees. If a vacancy occurs, the Board Chair shall appoint a Director to fill the vacancy. Minutes shall be taken at each committee and shall be prepared and distributed to the Directors at least two days prior to the regular Board meeting.
- (ii) The Board of Directors may from time to time create advisory committees who shall be charged with giving advice to the Board of Directors regarding an issue relevant to the Transit District's business. Appointments to advisory committees may be made by the Chair, or the Board of Directors. Directors, employees or members of the public may sit on an advisory committee. The following are permanent advisory committees of the Board of Directors:

(b) Metro Advisory Committee (MAC)

- (i) The Metro Advisory Committee (MAC) is the official advisory committee of the Santa Cruz Metropolitan Transit District: Its purpose is to ~~provide advise to~~ the Board of Directors on matters of METRO policy and operations referred to the committee by the Board or the Secretary/General Manager and to perform such additional duties as assigned. **The committee may also address issues which committee members or the public raise with respect to the quantity and quality of services provided by METRO.**
- (ii) MAC shall be composed of 11 members appointed by the Board of Directors. Each director shall nominate one individual to serve as members of the MAC.
- (iii) The Board of Directors shall approve bylaws to be followed by MAC.

- (c) Metro Accessible Services Transit Forum (MASTF)
- (i) The Metro Accessible Services Transit Forum (MASTF) is an independent volunteer organization that **provides advice** ~~advises to~~-the Santa Cruz Metropolitan Transit District Board of Directors and District management and staff regarding the best methods and resources for providing accessible transportation services to the public. MASTF reviews Metro programs for compliance with §504 of the Vocational Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 and all other appropriate local, state and federal laws and regulations.
 - (ii) The District shall regularly send one staff member to the MASTF meetings and this person shall share information from the District and gather concerns from MASTF. The District shall help in the preparation and distribution of meeting notices and agendas. Information on MASTF will remain in the Headways publication.

14.02 Appointment to Santa Cruz County Regional Transportation Commission

- a) **The Board of Directors shall each year in January appoint three representatives and three alternates (in order of priority) to the Santa Cruz County Regional Transportation Commission (SCCRTC) who must be members of the Board of Directors. The Board Chair shall submit nominations of three representatives and three alternates for the first Board meeting in January. At that first meeting in January, the Chair shall entertain other nominations for SCCRTC representatives and alternates from the Directors. Thereafter at the second meeting in January, the Board of Directors shall vote on the nominations via a motion and a second. To be appointed a nomination shall receive at least six affirmative votes. A Director may move a slate of three representatives or a slate of three alternates for appointment. If none of the previously nominated directors receive the appointments, then the Chair shall entertain further nominations from the Directors until such time as three representatives and three alternates are approved by the Board of Directors.**
- b) The Board of Directors may provide its ~~SCCRTC transportation Commission~~ representatives with guidance on issues coming before the Commission to assist the director/commissioner in serving the best interests of the Transit District.

XV. OFFICIAL BULLETIN BOARD

15.01 Posting of Notices

For purposes of posting official notices of the Board of Directors, notices of public hearings, and any other official papers of the Santa Cruz Metropolitan Transit District where posting is required by the law, the Official Bulletin Board of the Santa Cruz Metropolitan Transit District shall be the bulletin board at the entrance of the District Administrative Office. Should the Board of Directors hold a public hearing at any location other than its regular place of meeting, then, in addition to the posting of the notice on the Official Bulletin Board above listed, posting shall also be made upon or near the door of the place of meeting.

- 15.02 All advisory committees created by the Board of Directors are required to post any and all official notices including those notices required by law at the official bulletin board so designated for that purpose at the Santa Cruz Metro Center, 920 Pacific Avenue, Santa Cruz, CA 95060.

XVI. OTHER OFFICES

16.01 General Manager; Powers and Duties

In addition to the powers, duties and obligations of the General Manager, as set forth above, and the applicable Public Utilities Code pertaining to the Santa Cruz Metropolitan Transit District, the powers and duties of the General Manager shall include the following:

- (a) To have charge, subject to the direction and control of the Board of Directors, of the acquisition, construction, maintenance, and operation of the facilities of the District.
- (b) To have charge, subject to the direction and control of the Board of Directors, of the administration of the business affairs of the District.
- (c) To insure that all ordinances of the District are enforced.
- (d) To administer the personnel system and collective bargaining agreements adopted by the Board of Directors and, except for officers appointed by the Board, to appoint, discipline or remove all officers and employees subject to the rules and regulations adopted by the Board, and the applicable provisions of any adopted collective bargaining

agreement.

- (e) To prepare and submit or cause to be prepared and submitted to the Board of Directors within 90 days after the end of each fiscal year a complete report of the finances and the administrative activities of the District for the preceding year, and the financial status of the District on the last day thereof.
- (f) To keep the Board of Directors advised as to the needs of the District.
- (g) To formulate and present to the Board of Directors all plans and specifications for the construction of the works of the District and the means to finance them.
- (h) To have no business interest which interferes with his/her duties and responsibilities to the District.
- (i) To cause to be installed and maintained a system of auditing and accounting which shall completely and at all times show the financial condition of the District.
- (j) Attend meetings of the Board of Directors as directed by the Board, and act as Secretary to the Board.
- (k) To perform such other and additional duties as the Board may require.

16.02 General Manager; Qualifications and Experience

The General Manager shall be chosen on the basis of his/her qualifications with special reference to his/her actual experience in or knowledge of accepted practices and respect to the duties of his/her office as herein above set forth.

16.03 General Manager; Pro Tempore Appointments

The Board of Directors may appoint a General Manager pro tempore during any absence or disability of the General Manager.

16.04 General Manager; Resident Requirement

The General Manager need not be a resident of this State at the time of his/her appointment, however /he/she shall establish a California residency within 30

days of the commencement of his or her duties with the Transit District.

16.05 District Counsel; Appointment, Powers and Duties

The District Counsel shall be admitted to the practice of law in all courts of this State. The District Counsel shall have the power and be required to:

- (a) Represent and advise, if authorized and directed by the Board of Directors, the Board of Directors and all District officers, committees or departments in all matters pertaining to their office.
- (b) Represent and appear, if authorized and directed by the Board of Directors, for the District and any officer or employee, in any and all actions and proceedings in which the District or any officer or employee, in or by reason of their official capacity, is concerned or is a party; however, the Board of Directors shall have control of all legal business and proceedings and may employ other attorneys to take charge of any litigation or matter, or to assist the District Counsel therein.
- (c) Attend all meetings of the Board of Directors as directed by the Board of Directors and give legal advice or opinions in writing whenever requested to do so by the Board of Directors, or by any of the committees or officers of the District.
- (d) Review all contracts to be made by the District and provide the Board of Directors, its officers and staff with legal advice regarding same.
- (e) Prepare any and all proposed ordinances or resolutions for the District and amendments thereto.
- (f) Perform such other acts relating to the office as the Board of Directors shall require; and
- (g) On vacating the office, surrender all books, papers, files, and documents pertaining to the District's affairs.

PASSED AND ADOPTED this 24th day of September 2004, by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

APPROVED _____

EMILY REILLY
Chairperson

ATTEST

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER, District Counsel

Regulation Number: 1004

Computer Title: Director's Code of Ethics

Effective Date: April 16, 1999

Pages: 4

TITLE: Santa Cruz Metropolitan Transit District Director's Code of Ethics

REVISION DATE	SUMMARY OF REVISION	APPROVED
April 16, 1999	Policy Implemented	

I. POLICY

1.01 District Directors are public servants and, as such, are expected to be impartial and responsible in fulfilling the public trust placed in them. The public expects the highest standard of ethical conduct from all those in public service. District Directors are expected to demonstrate personal integrity, honesty, and truthfulness in all their public activities in order to inspire public confidence and trust in the District.

II. APPLICABILITY

2.01 This policy is applicable to all District Directors.

2.02 Notwithstanding any provision of this Code every District Director shall comply with applicable Federal, State and local laws.

III. RESPONSIBILITIES OF PUBLIC SERVICE

3.01 District Directors are bound to discharge faithfully the duties of their offices, recognizing that the lives, safety, health, and welfare of the general public must be their primary concern. Their conduct in their official and private affairs should be above reproach to assure that their public office is not used for personal gain.

IV. CONFLICT OF INTEREST

4.01 District Directors are prohibited from making, participating in, or in any way attempting to use their District offices to influence a District decision in which they know or have reason to know they have a financial interest.

4.02 District Directors shall not engage in outside employment, activities, or enterprises for compensation that are inconsistent with, incompatible to, or in conflict with their duties as District Directors. The outside employment, activities or enterprises inconsistent with, incompatible to, or in conflict with an Director's District duties include those which:

- (1) involve the use for private gain or advantage of (a) a Director's District work, District facilities, District equipment and District supplies; or (b) the influence or prestige of his or her position with the District; or
- (2) involve receipt or acceptance by a District Director of any money or other consideration from anyone other than the District for the performance of an act which the Director would be required or expected to render in the regular course of his or her District obligations as a Director; or
- (3) involve the performance of an act in other than his or her capacity as a District Director which act may later be subject directly or indirectly to control, inspection, review, audit, or enforcement by the District.

4.03 No District Director shall solicit or accept gratuities, favors or anything of monetary value including personal loans, from contractors, subcontractors, consultants, potential contractors, potential consultants, or potential subcontractors, except an unsolicited gift of nominal intrinsic value. "Nominal intrinsic value" for purposes of this section shall mean a value of less than \$250, within a twelve-month period from a single source.

4.04 No current or former District Director shall disclose, permit disclosure or otherwise use confidential information acquired by virtue of his or her position with the District for his or her or another person's private gain or for any purpose except in the performance of his/her official duties and responsibilities for the District or as may be required by law. No District Director shall reveal information received in a lawful closed session of the District's Board of Directors unless such information is required by law to

be disclosed. No District Director shall take any action or provide any information for or on behalf of any prospective contractor or vendor that interferes with free and open competition for District contracts.

- 4.05** No District Director shall engage in or permit the unauthorized use of District-owned property, including but not limited to facilities, vehicles, materials, equipment, licensed software and information. Use of District property for purposes other than District business shall be considered an unauthorized use unless a Director has received prior approval for such use by the Board of Directors. Use of District property for non-District business will only be authorized when the Board of Directors determines it is in the best interest of the District to do so.

- 4.06** District Directors shall immediately report to the Board of Directors the existence of a conflict of interest, including a financial interest in making or participating in making of any governmental decision, so that appropriate action be taken.

V. POLITICAL ACTIVITY

- 5.01** Except as herein otherwise provided, or as necessary to meet requirements of federal or state law, no restriction shall be placed on the political activities of any District Director.

- 5.02** No District Director who holds, or who is seeking election or appointment to, any office or employment in a state or local agency shall, directly or indirectly, use, promise, threaten or attempt to use any office, authority, or influence, whether then possessed or merely anticipated, to confer upon or secure for any person, or to aid, obstruct, or to prevent any person from securing, any position, nomination, confirmation, promotion, or change in compensation or position within the District.

- 5.03** No District Director shall directly or indirectly solicit a political contribution from a District employee, except if such solicitation is part of a solicitation made to a significant segment of the public, which may include District employees.

- 5.04** No District Director who holds, or is seeking election or appointment to, any office shall offer or arrange for any increase in compensation or salary for a District employee in exchange for, or promise of, a contribution or loan for the person who holds, or who is seeking election or appointment to

such office.

- 5.05** No District Director shall engage in political activity while acting in his/her capacity as a Director for the District.

VI. NONDISCRIMINATION

- 6.01** District Directors shall not, in the performance of their District responsibilities, engage in unlawful discrimination of any sort under any applicable federal, state, county or municipal law or ordinance, including without limitation discrimination against any person on the basis of race, sex, color, national origin, religion, disability, age, marital status, sexual orientation, or veteran status, and they shall make good faith efforts to support and comply with the District's equal opportunity and affirmative action goals and objectives.

VII. STATEMENTS OF ECONOMIC INTEREST

- 7.01** Directors shall file assuming office statements, annual statements and leaving office statements of economic interests with the District as required by state law. Assuming office statements for Directors shall include disclosure of investments and interests in real property and business but also income, gifts and loans income received during the 12 months prior to the date of assuming office. Upon receipt of these statements the District shall make and retain a copy and forward the original of these statements to the appropriate public agency.

VIII. REPORTING OF IMPROPER GOVERNMENT ACTIVITIES

- 8.01** District Directors are encouraged to serve the public interest by disclosing to the Board of Directors to the extent not in conflict with the attorney-client privilege or the physician-patient privilege, information concerning District activities where the Director has reasonable cause to believe that the information discloses a violation of state or federal statute, or violation or noncompliance with state or federal regulation. No Director of the District shall use or attempt to use his or her authority to interfere with such disclosure made by another Director or a District employee or to retaliate against a Director or District employee for such disclosure.

Santa Cruz Metropolitan Transit District Expense List

Authorized
Transportation:
Airporter (e.g. shuttle)
Bridge tolls
Cab (to/from hotel)
Cab (to/from meetings & meals)
Parking at airport
Parking at hotel, conference center
Personal vehicle mileage to/from airport
Public transportation (e.g. bus, subway)
Rental Car with prior approval by General Manager
Transportation tickets (e.g. airline, train)
Meals:
Coffee break expenses
Meal beverages (non-alcoholic)
Reasonable cost meals for self
Tips for meals (15% maximum)
Personal Sundries:
Daily newspaper
Personal telephone calls (reasonable and customary, one per day)
Required seminar materials
Telephone calls (SCMTD business)
Traveler's check fee on travel advance
Lodging:
Self
Not Authorized
Transportation:
Baggage Claims
Cab (personal)
Tips to cabs
Tips for luggage handling
Meals:
Bar expenses
Meals for others (e.g. spouses, personal guests)
Meals upon return to Santa Cruz County
Snacks
Meals prior to departure
Personal Sundries:
Housekeeping tips
Clothes cleaning
Clothing
Entertainment (e.g. in room pay per view, movies, video rentals)
Hair care
Personal items (e.g. toothpaste)
Shoeshine
Souvenirs/Gifts
Trip Insurance
Lodging:
Other than self (e.g. spouse, personal guests)

METRO's Rules of Procedure for Meetings

A. Motions

1. A motion is the means used by a Director to present a substantive proposal to the Board of Directors for consideration and action. It is the basic means for the transaction of business. Only one subject can be considered by the Board of Directors at one time, therefore, a motion can be proposed only when no other motion is before the Board. A motion must be introduced by the words, "I move..."
2. A motion should be concise and clear. If a motion is confusing, unnecessarily long or involved, the Chair should ask the proposer to rephrase the motion and, if necessary, should assist the Director in doing so. The Chair can rephrase the motion only in wording that is approved by its proposer. The Chair can require that any motion be submitted in writing.
3. A motion requires a second, which means that another director indicates a desire to have the proposal considered. The Director who seconds the motion does not have to be in support of the motion.
4. When a motion has been moved and seconded, the Chair opens the matter for debate. When any Director wishes to speak in debate, he/she shall so indicate to the chair.
5. The motion may be decided by a vote approving or defeating it or it may be disposed of by some other motion such as referral to a committee. No motion may simply be ignored; definite action must be taken on it. A motion passes if at least six affirmative votes are recorded.

B. Motion to Amend

1. The purpose of a motion to amend is to modify a motion that is being considered by the Board of Directors so that it will express more satisfactorily the will of the directors. There is no limit to the number of amendments that can be considered to modify a motion.
2. A Motion to Amend requires a second, is debatable, cannot be amended, and takes precedence over the main motion. However, if an amendment is offered as a "friendly amendment" and is accepted by the proposer of the main motion then a second is not required to incorporate the amendment into the main motion.

3. Amendments are voted on in the reverse order of their proposal. The vote then shall be taken on the amendment to the motion and, finally on the motion.

C. Debate

1. The purpose of a legislative body is to secure the collective judgment of the group on proposals submitted to it for decision. This purpose is best served by the free interchange of thought through discussion and debate. The right of every director to participate in the discussion of any matter of business that comes before the Board of Directors is one of the fundamental principles of parliamentary law. Therefore, every director is guaranteed a reasonable and equal opportunity to be heard.
2. Usually the first director who indicates to the chair a desire to speak will be recognized for that purpose. When more than one director indicates a desire to speak, the following rules will apply:
 - a.) The proposer of the Motion or the author of a Report will be recognized first;
 - b.) A director who has not had the opportunity to speak will be recognized over one who has already spoken on the issue. Similarly one who seldom speaks should be recognized over one who speaks more frequently;
 - c.) The Chair should alternate between the supporters and opponents of an issue.
3. When it appears to the Chair that all the directors who wish to speak have been recognized, he/she may call for a vote.
4. A Motion to Close Debate (Calling the Question) will prevent or stop debate on the motion (or motions) to which it is applied and bring it (them) to an immediate vote. The Motion to Close Debate may be proposed at any time after the motion to which it applies has been stated to the Board of Directors. Once a Motion to Close Debate is offered, the Chair shall decide whether or not Debate should be closed considering whether there are other Directors who wish to debate the issue and whether the debate will be productive. The Board of Directors with a minimum of six affirmative votes may overrule the decision of the Chair.
5. A Motion to Postpone Temporarily (To Lay on the Table, or to Table) is a motion to set aside temporarily a pending motion in such a way that, if the Board of Directors wishes, the postponed motion can be taken up again for consideration at any time during the current meeting by a motion to resume its consideration. A Motion to Postpone Temporarily requires a second, is not debatable and cannot be amended and requires at least six

affirmative votes for passage or two-thirds when used to suppress a motion without further debate.

D. Motion To Reconsider

1. A Motion to Reconsider is to enable the Board of Directors to set aside a vote on a motion taken at the same meeting and to consider the motion again as though no vote had been taken on it because of a misunderstanding or because action was taken without adequate information or because later events cause the Board of Directors to change its mind.
2. A Motion to Reconsider is a restorative motion and can be offered at any time during a meeting. It is unusual in that, unlike an ordinary motion, it may be proposed even if other business is under consideration, and if necessary, it may interrupt a speaker. When a Motion to Reconsider is proposed and seconded while other business is pending, the Chair directs the secretary to record its proposal; but the Motion to Reconsider is not considered until the pending business has been handled. It is then considered and decided immediately.
3. Any Director may offer the Motion to Reconsider when it appears justified, as when new facts have come to light or when an error needs to be corrected, or when a hasty decision appears to have been made. If the Chair considers the motion dilatory, it can be ruled out of order. If there is disagreement about whether the Motion is dilatory, the decision of the Chair can be appealed, in which case the ultimate decision is made by the Board of Directors.
4. A Motion for Reconsideration requires a second, debate is restricted to the reasons for reconsideration, it cannot be amended and requires at least six affirmative votes.

E. Points of Order

1. A Point of Order calls the attention of the Board of Directors and of the Chair to a violation of the rules, an omission, a mistake or an error in procedure and to secure a ruling from the Chair on the question raised.
2. A Point of Order must be raised immediately after the mistake, error, or omission occurs. It cannot be brought up later unless the error involves a violation of law, or of the bylaws, or the accuracy of the minutes.
3. As soon as the Director has stated a point of order, the Chair must rule on it, declaring that the point is “well taken” or “not well taken”. The Chair may state the reasons for the decision, if desired. If the Chair is in doubt

as to the correct decision, the ruling may be delayed briefly. Meanwhile, action on the matter affected by the point of order is deferred. When the Chair refers a point of order to the Board of Directors for decision, discussion is not in order unless the Chair invites it. No appeal may be taken from a decision by the Board of Directors on a point of order. A Director wishing to challenge a decision of the Chair on a point of order must appeal to the Board of Directors. A minimum of six affirmative votes by the Board of Directors is required to overrule the Chair.

4. The highest Point of Order is the request for Personal Privilege, which takes precedence over all other matters. This request enables a Director to secure an immediate decision and action by the Chair on a request that concerns the comfort, convenience, rights or privileges of the Board or of the Director himself/herself. It may be used when a Director believes that he/she has been insulted and wants to respond. It should be used sparingly and may never be used to raise a substantive point.

F. Procedures Not Addressed

If there are any procedural matters that arise during a meeting of the Board of Directors that are not covered in these Rules of Procedure or in the Santa Cruz METRO Bylaws, the Chair shall decide how to proceed. The Board of Directors with at least six affirmative votes, however, may overrule the Chair.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 24, 2004

TO: Board of Directors

FROM: Leslie R. White, General Manager

SUBJECT: CONSIDERATION OF APPOINTING ROBERT YOUNT AS THE REPRESENTATIVE OF THE METRO ADVISORY COMMITTEE (MAC), AND APPOINTING STEVE KUDLAK AS A REPRESENTATIVE OF CONSUMERS OF FIXED ROUTE SERVICE AS MEMBERS OF THE PARATRANSIT COORDINATION TASK FORCE (PTCF).

I. RECOMMENDED ACTION

That the Board of Directors appoint Robert Yount to serve as a Representative of the Metro Advisory Committee (MAC), and appoint Steve Kudlak to serve as a Representative of Consumers of Fixed Route Transit on the Paratransit Coordination Task Force (PTCF).

II. SUMMARY OF ISSUES

- The METRO Board of Directors is responsible for appointing five (5) representatives to the Santa Cruz County Regional Transportation Commission's (SCCRTC) Paratransit Coordination Task Force.
- One of the appointments to the Paratransit Coordination Task Force is reserved for a representative of the Metro Advisory Committee (MAC).
- One of the appointments to the Paratransit Coordination Task Force is reserved for a representative of Consumers of Fixed Route Transit Services.
- Previously the Board of Directors appointed Norm Hagen Jr. as the individual representing the MAC on the Paratransit Coordination Task Force.
- Previously the Board of Directors appointed Kanoa Dynak as the individual representing Consumers of Fixed Route Transit Services on the Paratransit Coordination Task Force.
- Norm Hagen Jr. has submitted a letter of resignation from the Task Force to be effective upon receipt.
- Kanoa Dynak has verbally indicated his resignation from the Paratransit Coordination Task Force to the staff of the SCCRTC.
- MAC Member Robert Yount has volunteered to replace Norm Hagen Jr. as the MAC Representative to the Paratransit Coordination Task Force should the Board of Directors appoint him.

- Steve Kudlak presently serves as the alternate for Kanoa Dynak on the Paratransit Coordination Task Force and has volunteered to be his replacement should the Board of Directors appoint him.

III. DISCUSSION

The Santa Cruz County Regional Transportation Commission (SCCRTC) created the Paratransit Coordination Task Force to address the long-term issues of service quality, service quantity, coordination, and service funding for the various paratransit services provided in the County. In constructing the Task Force the SCCRTC requested that the METRO Board of Directors appoint individuals to fill five (5) positions, with one of the positions representing the Metro Advisory Committee (MAC), and one of the positions filled with an individual representing persons with disabilities who are consumers of fixed route transit services. The Board of Directors, in response to a recommendation for the MAC appointed Norm Hagen Jr. as a Member of the Task Force. The Board of Directors also appointed Kanoa Dynak to represent consumers of fixed route transit services on the Task Force. Norm Hagen Jr. has submitted his resignation from the Task Force to the MAC and to the Board. Kanoa Dynak has verbally submitted his resignation from the Task Force to the staff of the SCCRTC.

MAC Member Robert Yount has volunteered to replace Norm Hagen Jr. on the Task Force should the Board of Directors appoint him. Currently Steve Kudlak serves as the alternate for Kanoa Dynak. Steve Kudlak has volunteered to replace Kanoa Dynak should the Board of Directors appoint him.

IV. FINANCIAL CONSIDERATIONS

The replacement of two Members of the Paratransit Coordination Task who have resigned will not have an impact on the Operating or Capital Budgets at METRO.

V. ATTACHMENTS

None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 24, 2004
TO: Board of Directors
FROM: Elisabeth Ross, Finance Manager
SUBJECT: **APPOINTMENT OF DIRECTORS TO SANTA CRUZ CIVIC IMPROVEMENT CORPORATION**

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors appoint five members to the Santa Cruz Civic Improvement Corporation (SCCIC) Board of Directors, each for a two-year term.

II. SUMMARY OF ISSUES

- The Santa Cruz Civic Improvement Corporation (SCCIC) is an independent non-profit organization established by the Transit District to assist the District in financial transactions.
- The Board of Directors of the Transit District is the appointing authority for the Board of Directors of the SCCIC.
- The two-year terms of the current SCCIC Board members are expiring and appointment of new Directors is required at this time. Current members may be reappointed.
- While SCCIC Board members are not required to be members of the SCMTD Board, the Board has historically appointed its own Directors to serve on the SCCIC Board.
- Staff will make a presentation on the SCCIC and potential future bond financing transactions at the Board workshop meeting on September 10, 2004.

III. DISCUSSION

The bylaws of the Santa Cruz Civic Improvement Corporation (SCCIC) provide for the Board of Directors of the Santa Cruz Metropolitan Transit District to appoint the Directors to the SCCIC Board. Due to the expiration of the terms of the current Directors, the District Board must now consider the reappointment of current Directors or appointment of new Directors to the SCCIC Board.

The current members of the SCCIC Board are: Sheryl Ainsworth, Jan Beautz, Tim Fitzmaurice, Michelle Hinkle and Pat Spence. While the SCCIC is inactive, Directors are only required to attend the annual meeting of the SCCIC, which falls in October of each year. However, more meetings will be held in the event that the District participates in bond financing as a funding mechanism for MetroBase.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

None.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 24, 2004
TO: Board of Directors
FROM: Bryant J. Baehr, Manager of Operations
SUBJECT: CONSIDERATION OF PARACRUZ TRANSITION STATUS REPORT

I. RECOMMENDED ACTION

This report is for informational purposes only. No action is required.

II. SUMMARY OF ISSUES

- On July 25, 2004 the Board of Directors entered into a Tentative Agreement with the United Transportation Union Local 23 for the in-house operation of the ADA mandated paratransit service referred to as "ParaCruz." On July 09, 2004 the Board of Directors ratified the labor / management between the Santa Cruz Metropolitan Transit District and the United Transportation Union Local 23 for ParaCruz operation starting on November 01, 2004.
- Listed below are the major actions staff has taken since July 09, 2004 and the major action items remaining.

III. DISCUSSION

On June 25, 2004 the Board of Directors entered into a tentative agreement with the United Transportation Union (UTU) Local 23 concerning the in-house operation of the ADA mandated paratransit service referred to as "ParaCruz." On July 09, 2004 the Board of Directors ratified the labor / management agreement between the Santa Cruz Metropolitan Transit District and the United Transportation Union Local 23.

Since July 09, 2004, the following actions have been taken concerning the in-house operation of ParaCruz service scheduled to start on November 01, 2004.

Actions taken:

- The ParaCruz Superintendent and the Scheduling / Reservation Coordinator have been hired.
- One (1) of three (3) outreach letters has been sent to the Transit District's ParaCruz customers detailing the transition of the ParaCruz operation and providing contact information.
- A lease has been established with Soquel III & Associates for the new ParaCruz operating facility located in Research Park, Soquel.

- Job Descriptions have been developed and approved by the Board of Directors covering ParaCruz employees.
- A customer data transfer from Community Bridges to Transit District computers has been completed.
- The IT Department has purchased the necessary servers and fifty (50) percent of the workstations needed for the in-house operation of ParaCruz.
- An agreement was reached with the United Transportation Union Local 23 concerning UTU represented employees at Community Bridges transitioning to Transit District employment.
- A maintenance survey was completed on all Transit District vehicles assigned to contractors performing ParaCruz service.
- Request for proposals have been issued for: ParaCruz supplemental service providers, a master phone system and a mobile communication system.
- Work schedules have been developed for Reservationists, Dispatchers and support staff assigned to the ParaCruz Department.
- Initial Trapeze training has been completed and additional trainings are scheduled for October 4th through the 8th and October 25th through November 5th.
- ParaCruz promotional materials have been ordered for ParaCruz customers.
- Draft Van Operator handbooks have been developed.
- The process of issuing new ParaCruz identification cards has been established with mailings to occur in mid October. The identification cards will have the new ParaCruz contact number imprinted on the identification card.
- Dispatch / Scheduler interviews have occurred with a scheduled hire date of September 30, 2004.
- After hours contact procedures have been established.

Items to be completed:

- Preparing the ParaCruz facility for operation.
- SBC phone line and T-1 line installation. Transfer of phone lines to new ParaCruz facility.
- Installation of the Master Phone System, Computer and Dispatch Systems.
- Second / third contact with the Transit District's ParaCruz Customers.
- Outreach to specific trip generators discussing the ParaCruz transition, ParaCruz services and services offered by Community Bridges.
- Fueling / interior – exterior cleaning processes and vendors(s) established.
- Completion of office equipment / workstation ordering and setup.
- Awarding contracts for Supplemental Service Providers and Mobile Communications.
- Hiring additional ParaCruz Van Operators, Dispatchers and Reservationists.
- Training for transitional employees and new hires in ParaCruz service.
- Completion of data transfers from Community Bridges to ParaCruz.
- Completion of maintenance / vehicle servicing procedures.

IV. FINANCIAL CONSIDERATIONS

None

V. ATTACHMENTS

Attachment A: None

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 24, 2004

TO: Board of Directors

FROM: Frank L. Cheng, Project Manager

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANGER TO EXECUTE AN AMENDMENT TO THE RNL DESIGN CONTRACT FOR ARCHITECTURAL/ENGINEERING SERVICES FOR THE METROBASE PROJECT

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a Change Order to the MetroBase Architectural/Engineering Contract with RNL Design.

II. SUMMARY OF ISSUES

- On August 8th, 2003, Santa Cruz METRO entered into a contract with RNL Design for Architectural/Engineering Services for the MetroBase Project in the amount of \$2,530,761.
- On July 23rd, 2004, METRO amended the contract for services beyond the original scope that required a Change Order in the amount of \$109,080.
- On August 27th, 2004, the Board of Director approved a new design option for the Maintenance building.
- As a result of the actions of the Board, METRO staff directed the RNL Design team to proceed to work with the new design of the MetroBase Maintenance Facility.
- The required work is beyond the original scope of work in the contract with RNL Design, requiring a Change Order in the amount of \$398,688.

III. DISCUSSION

On August 8th, 2003 Santa Cruz METRO entered into an Architectural/Engineering Contract with RNL Design from Los Angeles, California in the amount of \$ 2,530,761. In order to improve the MetroBase design, critical items required additional services. Fuel equipment specifications and pile foundation design options were developed. These services pertained to the Operation facility on River Street.

Further decisions were made in respect to the Maintenance facility at 138 Golf Club Drive. The original RNL design kept the existing Maintenance building, and merged it with a new building. This renovation was compared to a demolition of the existing Maintenance building. On August 27th, 2004, RNL Design team presented the cost comparison to the Board of Directors. A new building cost less to construct than the renovation of the existing building and resulted in a better, more efficient facility. The savings between construction and the additional services

needed for the new design resulted in a lower cost in comparison to the original design which kept the existing building. The additional services consist of developing conceptual design and preparing construction documents. The fee is broken down to Project Management and Architecture, Maintenance Equipment, Civil and Structural, Mechanical/Electrical and Plumbing, Landscape Architecture, Communications and Security, and Cost Estimates. This change in the design represents an additional cost to the project, requiring a Contract Change Order.

Staff is recommending that the General Manager be authorized to execute a Change Order to the Architectural/Engineering Contract with RNL Design in the amount of \$398,688 to accommodate these revisions to the scope of services.

IV. FINANCIAL CONSIDERATIONS

This Change Order, in the amount of \$398,688 will increase the total contract with RNL Design to \$3,038,529. Funds are available in the MetroBase Project to cover this Change Order.

V. ATTACHMENTS

Attachment A: Letter dated August 12th, 2004 from RNL Design



Strategic Solutions
by Design

August 12, 2004

Mr Frank Cheng
MetroBase Project Manager
Santa Cruz Metropolitan Transit District
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

Re MetroBase Phase I
Additional Services Proposal for Redesign of Maintenance Building

Los Angeles
800 Wilshire Boulevard
Suite 400
Los Angeles CA 90017
P 213 955 9775
F 213 955 9885

Patrick M McKelvey AIA
Katherine Diamond FAIA
Charles E Boxwell AIA

www.RNLdesign.com

Dear Frank:

SCMTD has requested RNL Design, and members of our consultant team, to provide professional services beyond the scope of our agreement with the District dated 8 August 2003 and the current amendment to the agreement. RNL Design is pleased to be able provide this proposal to redesign and modify the current Maintenance Building to meet the Districts needs

The redesign of the Maintenance Building and Golf Club Road site will provide the District a completely new, standalone facility on the Golf Club Road site. To simplify the building and reduce construction cost, the building structural system will be modified to load bearing "tilt-up" concrete exterior walls with conventional flat roofs. The general building (plan) layout will remain the same as the current design. The new design will provide the District the same number of bays as the previous design with approximately the same building area, but due to the increased building efficiency will meet the Program space requirements much better than re-using the existing Maintenance Building.

The following are descriptions of the tasks included in redesigning the Maintenance Building included in this proposal:

1. Develop Conceptual Design -- from the preliminary sketches and budget approved by the District. Conduct a two day "on site" charrette to refine and confirm the conceptual/operational design with the building users and District representatives. From the outcome of this workshop, revised "base drawings" will be developed for the design team to proceed with Construction Documents
2. Prepare Construction Documents -- based on the approved concept base drawings. Design Development and Construction Document phase work will be combined for this building to prepare bidding drawings for the new Maintenance Building and revised Golf Club Road site Construction Documents will be prepared for District approval and for submission for Plan Check.

16.01

The scope of work for Plan Check, Bidding & Award, and Construction phase services are unchanged by this proposal. The scope of services and professional fee for these services is unchanged.

This added work will take approximately 65 working days, delaying the submission 957, submission the District and Plan Check by about three months. RNL will prepare a revised project schedule to reflect this delay in submission, plan check, bidding, award, and construction.

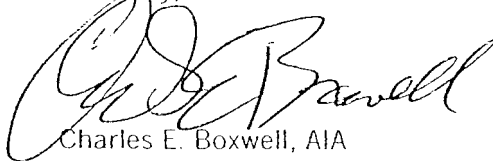
RNL Design will provide these additional services to SCMTD for the not to-exceed fee of three hundred ninety-eight thousand, six hundred and eighty-eight dollars (\$398,688). The fee is broken down as follows:

Project Management and Architecture	\$ 157,500
Maintenance Equipment	\$ 40,732
Civil and Structural	\$ 123,319
Mechanical/Electrical and Plumbing	\$ 40,975
Landscape Architecture	\$ 15,162
Communications and Security	\$ 15,000
<u>Cost Estimating</u>	<u>\$ 6,000</u>
Total Additional Services Fee	\$ 398,688

Per your direction and the project's need, these services have already commenced and are proceeding toward a submission of the Concept drawings for District approval. Please prepare a contract amendment increasing the scope and fee of our agreement. Provide us with a copy of the contract amendment for our records.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Charles E. Boxwell, AIA
Associate Principal

CC" Les White
Mark Dorfman
Pat McKelvey



SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 24, 2004

TO: Board of Directors

FROM: Frank L. Cheng, Project Manager

SUBJECT: CONSIDERATION OF APPROVAL OF 40 YEAR LEASE WITH THE CITY OF SANTA CRUZ FOR PROPERTY NEEDED FOR THE METROBASE PROJECT

I. RECOMMENDED ACTION

Authorize the General Manager to execute a 40 year lease with the City of Santa Cruz for property needed for the MetroBase Project.

II. SUMMARY OF ISSUES

- Currently a portion of the property being used by METRO for bus parking at the 1200 River Street Facility is owned by the City of Santa Cruz.
- The use of the City property by METRO is permitted through an Encroachment Permit issued by the City of Santa Cruz.
- The Encroachment Permit allowing METRO to use City property is subject to termination with 30 days notice.
- Phase I of the MetroBase Project proposes to use federal funds to construct bus parking facilities, landscaping, and a bus operators Memorial Court on the City property.
- In order to use federal funds for construction on property that is not owned by METRO there must be provision for continuous control of the property by METRO for a minimum of twenty (20) years.
- The City of Santa Cruz has offered to lease the necessary City property to METRO for a period of forty (40) years for one (1) dollar per year.

III. DISCUSSION

The Santa Cruz Metropolitan Transit District owns property located on 1200 River Street. This property currently functions as an operations facility where bus operation, fueling, wash, and parking are done. With the MetroBase Project encompassing the operations facility, modification of the 1200 River Street parcel would require the property between the San Lorenzo River and the property on 1200 River Street. Attachment A shows the proposed encroachment property owned by the City Of Santa Cruz.

The encroachment property assists the project design with bus parking extension and an increase of landscape area, as well as providing space for the construction of a Memorial Court to honor bus operators who have died while in METRO transit service. Set back requirements for a future

bike path by the City of Santa Cruz have been taken into consideration and space is provided in the plans for this project.

The Federal Transit Administration requires that a transit agency have continuous control over property that it uses federal funds to construct improvements on for a minimum of twenty (20) years. Currently, METRO uses the City property through an Encroachment Permit, which is revocable with thirty (30) days notice. In order to assist METRO in meeting federal requirements the City of Santa Cruz has offered to lease the necessary property to METRO for a period of forty (40) years at a cost of \$1 (one dollar) per year.

Staff recommends that the Board of Directors authorize the General Manager to execute the Ground Lease (Attachment B) from the City of Santa Cruz for the necessary property for Phase I of the MetroBase Project.

IV. FINANCIAL CONSIDERATIONS

Lease of the encroachment city property is set at of \$1 (one dollar) per year provided any modifications to the city property will be approved by the city and the sole responsibility of METRO. In lieu of annual payments of the lease amount, the full amount may be paid for all 40 years in advance for a total of \$40 (forty dollars).

V. ATTACHMENTS

Attachment A: Ground Lease

GROUND LEASE

This Ground Lease (“Lease”) is made and entered into on this _____ day of _____, 2004, by and between the CITY OF SANTA CRUZ (“Landlord”), and the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a rapid public transportation district (“Tenant”), who agree as follows:

ARTICLE 1. LEASE; PREMISES

1.01. The City Property. Landlord owns certain real property adjacent to the San Lorenzo River along River Street (California State Highway 9) in the City of Santa Cruz, County of Santa Cruz, State of California, commonly referred to as a portion of the San Lorenzo River bank and more particularly described on Exhibit A (“City Property”).

1.02. The Tenant Property. Tenant owns certain real property on River Street in the City of Santa Cruz, County of Santa Cruz, State of California commonly referred to as 1200 River Street (APN 008-032-06), adjacent to the City Property and plans to acquire additional certain real property on River Street in the City of Santa Cruz, County of Santa Cruz, State of California commonly referred to as 1122 River Street (APN 008-032-05) and more particularly described on Exhibit B (“District Property”).

1.03. Lease. For and in consideration of the payment of rentals and the performance of all the covenants and conditions of this Lease, Landlord hereby leases and demises to Tenant, and Tenant hereby leases and hires from Landlord the City Property for the term and upon the covenants and conditions set forth in this Lease.

1.04. Intent of the Parties. Tenant intends to construct a bus maintenance and fueling facility on the District Property. Tenant intends to utilize the City Property for parking, landscaping and bus operator memorial court purposes (the “Improvements”). The City Property, the District Property, the Improvements, and other improvements to be constructed on the District Property are referred to herein as the “MetroBase Project.”

1.05. Negation of Partnership. Landlord shall not become or be deemed a partner or a joint venturer with Tenant by reason of the provisions of this Lease.

1.06. City of Santa Cruz as Landlord. Tenant acknowledges and understands that the Landlord is a municipality consisting of numerous offices, departments, agencies and districts. Whenever a provision contained in this Agreement, or any extension, modification or amendment, requires the “written consent” of the Landlord, such consent must be obtained from the then acting City Manager or Assistant City Manager for the City of Santa Cruz. Tenant may not rely on any statement or representation by any other employee, agent or representative of Landlord in obtaining such consent and any such statement or representation other than the express written consent of the City Manager or Assistant City Manager shall be null and void and have no effect. Nothing contained in this Section shall limit in any way the authority of any office, department, agency or district of the City or County of Santa Cruz, California from approving or withholding consent to any event or activity regulate by local law.

ARTICLE 2. TERM

2.01. Term. The term of this Lease (the “Term”) shall be forty (40) full calendar years and shall expire at 11:59 p.m. on the day before the fortieth (40th) anniversary, unless terminated earlier in accordance with the provisions of this Lease.

2.02. Commencement. The Term shall commence upon the execution of this Ground Lease.

2.03 Construction Schedule. Tenant shall begin construction within three years after the City Council approves this Agreement, and shall thereafter diligently prosecute to completion the construction of the Improvements and the development of the City Property. The City Property shall be developed as generally established in the Design and Construction Drawings dated 6/29/04, prepared by RNL and on file at the administrative office of the District, and related documents, except as changes may be mutually agreed upon between Tenant and Landlord.

ARTICLE 3. RENT; OTHER PAYMENTS.

3.01. Annual Rent. Tenant shall pay to Landlord as annual rent, without deduction, set-off, prior notice or demand, One Dollar (\$1). At tenant’s option, it may pay all remaining rent owed under this lease at any time during the term. If the lease is terminated before the rents paid actually come due under the lease, the Landlord shall return the unused portion of the rent to Tenant.

3.02. Rent to be Net. It is the intent of Landlord and Tenant that the rent provided for herein be absolutely “net” so that all costs, expenses and obligations of every kind relating to Tenant’s interest in the City Property, which may become due during the Term, be paid by Tenant.

3.03. Taxes; Assessments.

A. On Real and Personal Property. Tenant shall pay all real and personal property taxes, general and special assessments and other charges of every description levied on or assessed against the City Property, the Improvements, personal property located on or in the City Property, the leasehold estate or any subleasehold estate, to the full extent of installments falling due during the Term, whether belonging to or chargeable against Landlord or Tenant. Tenant shall make all such payments directly to the charging authority before delinquency and before any fine, interest or penalty shall become due or be imposed by operation of law for their nonpayment. If, however, the law expressly permits the payment of any or all of the above items in installments (whether or not interest accrues on the unpaid balance), Tenant may, at Tenant’s election, utilize the permitted installment method, but shall pay each installment with any interest before delinquency.

B. Prorations. Tenant’s liability to pay real property taxes and assessments shall be prorated on the basis of a three hundred sixty -five (365) day year to account for any

fractional portion of a fiscal tax year included in the Term at its inception and expiration or earlier termination in accordance with the Lease.

If the City Property is assessed with other property of Landlord for purposes of property taxes, assessments or other ad valorem or improvement levies (collectively referred to in this paragraph as “taxes”), all taxes imposed on the entire parcel of which the City Property is a part shall, until the Property is separately assessed, be prorated and Tenant shall pay that fraction of the entire tax computed on the proportion that the City Property is of the total area being taxed or assessed.

C. Tenant’s Right to Contest. Tenant may contest the legal validity or amount of any taxes, assessments or charges for which Tenant is responsible under this Lease and may institute such proceedings as Tenant considers necessary. If Tenant contests any such tax, assessment or charge, Tenant may withhold or defer payment or pay under protest, but shall protect Landlord and the City Property from any lien by adequate surety bond or other appropriate security.

Landlord appoints Tenant as Landlord’s attorney-in-fact for the purpose of making all payments to any taxing authorities and for the purpose of contesting any taxes, assessments or charges, conditioned on Tenant’s preventing any liens from being levied on the City Property or on Landlord (other than the statutory lien of Revenue and Taxation Code Section 2187).

D. Exemptions. Tenant’s obligation to pay taxes or assessments levied or charged against the City Property or Improvements shall not include the following, whatever they may be called: business income or profits taxes levied or assessed against Landlord by federal, state or other governmental agency; estate, succession, inheritance or transfer taxes of Landlord; or corporation, franchise or profits taxes imposed on the owner of the fee title of the Property. If, however, during the Term, taxes are imposed, assessed or levied on the rents derived from the City Property in lieu of all or any part of real property taxes, personal property taxes or real and personal property taxes that Tenant would have been obligated to pay under the foregoing provisions, and the purpose of the new taxes is more closely akin to that of an ad valorem or use tax than to an income or franchise tax on Landlord’s income, Tenant shall pay the taxes as provided above for property taxes and assessment. Tenant shall also defend and indemnify Landlord and the City Property against liability for taxes and other impositions in the nature of a tax on the right to do business when Landlord’s collection of rent under this Lease is defined as doing business.

E. Proof of Compliance. Tenant shall furnish to Landlord, within ten (10) days after the date when any tax, assessment or charge would become delinquent, receipts or other appropriate evidence establishing their payment. Tenant may comply with this requirement by retaining a tax service to notify Landlord when taxes have been paid.

F. Possessory Interest. Tenant understands that under certain conditions, its control and occupancy of the City Property or portion thereof under this Lease may give rise to the imposition of a possessory interest tax on such property and, in such event, Tenant agrees to pay when due any such possessory interest tax.

ARTICLE 4. USE; UTILITIES

4.01. Tenant's Use. During the term of this Lease, Tenant shall use the City Property only for the construction, maintenance and operation of a portion of the parking lot, for landscaping and bus operator memorial court. Tenant shall not utilize the Improvements for any other use without written consent of the Landlord. Tenant covenants and agrees for itself, its successors, its assigns and every successor in interest that during construction of the Improvements and thereafter, Tenant, its successors and assignees shall devote the City Property and Improvements to the uses specified herein.

4.02. Obligation to Refrain from Discrimination. Tenant covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, marital status, ancestry, national origin, sexual orientation, height, weight or physical characteristics in the lease, sublease, transfer, use, occupancy, tenure or enjoyment of the City Property and Improvements, nor shall Tenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the City Property and Improvements.

4.03. Form of Nondiscrimination and Nonsegregation Clauses. Tenant shall refrain from restricting the rental, sale or lease of the City Property and Improvements on the basis of race, color, creed, religion, sex, gender, marital status, ancestry, national origin, sexual orientation, height, weight or physical characteristics of any person. All such leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

A. In Leases and Subleases: "The tenant herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, marital status, ancestry, national origin, sexual orientation, height, weight or physical characteristics in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the tenant himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the City Property herein leased."

B. In Contracts: "There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, gender, marital status, ancestry, national origin, sexual orientation, height, weight or physical characteristics in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the City Property, nor shall the transferee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the

selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.”

4.04. Additional Use Restrictions. During the term of this Lease Tenant shall not conduct or permit to be conducted any private or public nuisance on the City Property and Improvements, nor conduct or permit any waste thereon. Tenant shall, at its expense, comply with all laws, ordinances and regulations applicable to the City Property and Improvements and to the business or businesses conducted thereon.

4.05. Utilities. During the term of this Lease, Tenant shall pay when due and shall hold Landlord harmless from any liability for all charges for water, gas, sewage, electricity, trash collection, telephone and other utilities and services supplied to and used on the City Property and Improvements. Tenant shall, at its expense, cause the City Property and Improvements to be separately metered and billed to Tenant. Tenant may at its expense incorporate the billing for the utilities located on the City Property into the billing for the remainder of the Tenant’s utilities for the MetroBase Project.

4.06. Maintenance of Property. During the duration of this Lease, Tenant shall keep the City Property and Improvements in good condition, order and repair and shall not commit waste or permit impairment, demolition or deterioration of the City Property or Improvements. Landlord shall have the right to inspect the City Property and Improvements, provided Tenant and the occupant are given notice prior to any such inspection.

ARTICLE 5. IMPROVEMENTS

5.01. Development of the Site by Tenant.

A. Scope of Development. The City Property shall be developed as a portion of a parking lot and for landscaping (the “Improvements”) and for no other use.

B. Rights of Access. For the purposes of assuring compliance with this Lease, representatives of Landlord shall have the reasonable right of access to the City Property and Improvements without charges or fees and at normal construction hours during the period of construction for the purposes of this Lease, including, but not limited to, the inspection of the work being performed in constructing the Improvements. Such representatives of Landlord shall be those who are so identified in writing by Landlord. Landlord shall indemnify Tenant and hold it harmless from any damage caused by or liability arising out of this right to access.

C. Anti-discrimination During Construction. Tenant, for itself and its successors and assigns, agrees that in the construction of the Improvements provided for in this Lease, Tenant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, gender, marital status, ancestry, national origin, sexual orientation, height, weight or physical characteristics.

5.02. Soil Conditions. Landlord makes no covenants or warranties respecting the condition of the soil or subsoil or any other condition of the City Property. Tenant may enter onto the City Property before the Commencement Date to make soil and structural engineering tests that Tenant considers necessary. All such tests made by or on behalf of Tenant shall be at

Tenant's sole expense and shall be evidenced by a separate contract. A copy of any reports shall be delivered to Landlord within thirty (30) days of receipt by Tenant.

5.03. Mechanic's Lien.

A. Protection of Landlord Against Cost or Claim. Tenant shall pay or cause to be paid the total cost and expense of all works of improvement, as that phrase is defined in the Mechanics' Lien Law in effect in California when the work begins. No such payment shall be construed as rent. Tenant shall not suffer or permit to be enforced against the City Property or any part of it any mechanic's, materialman's, contractor's or subcontractor's lien arising from any work of improvement, however it may arise. However, Tenant may, in good faith and at Tenant's own expense, contest the validity of any such asserted lien, claim or demand, provided Tenant has furnished the bond required in California Civil Code Section 3143 (or any comparable statute hereafter enacted for providing a bond freeing the City Property from the effect of such a lien claim).

Tenant shall defend and indemnify Landlord against all liability and loss of any type arising out of work performed on the Property by Tenant, together with reasonable attorneys' fees and all costs and expenses incurred by Landlord in negotiating, settling, defending or otherwise protecting against such claims in the event of the breach by Tenant of the duty to defend or indemnify Landlord.

B. Landlord's Right to Discharge Lien. If Tenant does not cause to be recorded the bond described in California Civil Code Section 3143 or otherwise protect the City Property under any alternative or successor statute, and a final judgment has been rendered against Tenant by a court of competent jurisdiction for the foreclosure of a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Tenant fails to stay the execution of the judgment by lawful means or to pay the judgment, Landlord shall have the right, but not the duty, to pay or otherwise discharge, stay or prevent the execution of any such judgment or lien, or both. Tenant shall reimburse Landlord for all sums paid by Landlord under this paragraph, together with all of Landlord's reasonable attorneys' fees and costs, plus interest on those sums, fees and costs at the rate of ten percent (10%) per year from the date of payment until the date of reimbursement.

5.04. Maintenance; Repairs, Alterations; Reconstruction.

A. Tenant Required to Maintain Property.

1. Definition of Duty; Compliance with Laws. Throughout the Term, Tenant shall, at Tenant's sole cost and expense, maintain the City Property and all Improvements in first-class condition and repair, ordinary wear and tear excepted, and in accordance with all applicable laws, rules, ordinances, orders and regulations of: (a) federal, state, county, municipal and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus and officials; (b) the insurance underwriting board or insurance inspection bureau having or claiming jurisdiction; and (c) all insurance companies insuring all or any part of the City Property or Improvements, or both.

Tenant shall promptly and diligently repair, restore and replace as required to maintain or comply as above, or to remedy all damage to or destruction of all or any part of the Improvements. The completed work of maintenance, compliance, repair, restoration or

replacement shall be equal in value, quality and use to the condition of the Improvements before the event giving rise to the work, except as expressly provided to the contrary in this Lease. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations of any kind in or on the City Property and Improvements. Landlord's election to perform any obligation of Tenant under this provision on Tenant's failure or refusal to do so shall not constitute a waiver of any right or remedy for Tenant's default, and Tenant shall promptly reimburse, defend and indemnify Landlord against all liability, loss, cost and expense arising from it.

Nothing in this provision defining the duty of maintenance shall be construed as limiting any right given elsewhere in this Lease to alter, modify, demolish, remove or replace any Improvement, or as limiting provisions relating to condemnation or to damage or destruction during the final year or years of the Term. No deprivation, impairment or limitation of use resulting from any event or work contemplated by this section shall entitle Tenant to any offset, abatement or reduction in rent, nor to any termination or extension of the Term.

In determining whether Tenant has acted promptly as required under the foregoing paragraphs, one of the criteria to be considered is the availability of any applicable insurance proceeds.

2. Right to Contest Governmental Order. Tenant has the right to contest by appropriate judicial or administrative proceedings, without cost or expense to Landlord, the validity or application of any law, ordinance, order, rule, regulation or requirement (hereafter called "law") that Tenant repair, maintain, alter or replace the Improvements in whole or in part, and Tenant shall not be in default for failing to do such work until a reasonable time following final determination of Tenant's contest. If Landlord gives notice of request, Tenant shall first furnish Landlord a bond, satisfactory to Landlord in form, amount and insurer, guaranteeing compliance by Tenant with the contested law and indemnifying Landlord against all liability that Landlord may sustain by reason of Tenant's failure or delay in complying with the law. Landlord may, but is not required to, contest any such law independently of Tenant. .

B. Damage or Destruction During Final Years of Term. Tenant is relieved of the obligation to, but may, repair, restore or reconstruct Improvements damaged or destroyed during the final two years of the Term, if: (i) the work of repairing, restoring or reconstructing would cost more than twenty percent (20%) of the cost of initial construction, adjusted by the percentage change in the index known as the Engineering News Record-San Francisco Bay Area Cost of Construction Index or successor index; and (ii) Tenant complies with all the following conditions:

1. Gives Landlord notice of the damage or destruction promptly but not later than thirty (30) days after the event, detailing facts that qualify the casualty under this provision;

2. Is not then in default under any provision or condition of this Lease;

3. Continues to make all payments when due as required by the provisions of this Lease, provided that Landlord may, by notice given at any time after Tenant's notice of the damage or destruction, elect to terminate the Lease at a date stated in Landlord's

notice and to forgive all rent for the period following that date. In the event of termination by Landlord, payments of taxes and insurance shall be prorated as of the date of such termination;

4. Pays in full, or has paid in full, any outstanding indebtedness incurred by Tenant and secured by an encumbrance or encumbrances on the leasehold or Landlord's fee, or both;

5. Delivers possession of the Property and Improvements to Landlord and quitclaims all right, title and interest in the Property and Improvements if, and promptly after, ceasing to do business in the Property and Improvements;

6. Causes to be discharged all liens and encumbrances resulting from any act or omission of Tenant;

7. Effectively relinquishes all remaining options to extend or renew the Lease, provided that the giving of notice of damage or destruction as a condition of relief from the obligation to repair, restore or reconstruct shall be conclusively construed as such a relinquishment;

8. Removes or deposits the cost of removing all fixtures and Improvements as specified in Section 5.05; and

9. Effectively relinquishes and transfers to Landlord all insurance proceeds resulting from the casualty to the extent that they exceed the unpaid balance of principal and interest on all loans secured by liens or encumbrances on the affected premises.

5.05. Ownership of Improvements.

A. Ownership of New Improvements. All Improvements constructed on the City Property by Tenant as permitted by this Lease shall be owned by Tenant until expiration of the Term or sooner termination of this Lease. Tenant shall not, however, remove any Improvements from the City Property nor waste, destroy or modify any Improvements on the City Property, except as permitted by this Lease. The parties covenant for themselves and all persons claiming under them that the Improvements are real property.

B. Alterations. Throughout the Term, Tenant shall have the right to alter, expand and remodel the Improvements, subject to Tenant's obligations under this Article 5. Landlord shall not withhold permission for such alterations to the Improvements.

C. Equipment, Chattel, Trade Fixtures. All articles of personal property, including all chattel and business and trade fixtures, machinery, equipment, furniture and movable partitions owned by Tenant or any subtenants, and which were installed by Tenant or subtenants at their expense in the Property, shall remain the property of Tenant or subtenant, respectively, and may be removed at any time during the Term or upon termination of this Lease. Tenant shall be responsible for the repair of any damage caused by such removal.

D. Ownership at Termination. Subject to the provisions of Section 5.05C, all improvements on the Property at the expiration of the Term or sooner termination of this Lease shall, at the sole discretion of Landlord, either (1) be removed by Tenant, at Tenant's expense, or (2) become Landlord's property, free and clear of all claims to or against them by Tenant or any

third person, and Tenant shall defend and indemnify Landlord against all liability and loss arising from such claims or from Landlord's exercise of the rights conferred by this paragraph..

ARTICLE 6. ENCUMBRANCE OF LEASEHOLD ESTATE

6.01. Tenant may not encumber the City property by any form of leasehold mortgage.

ARTICLE 7. ASSIGNMENT; SUBLEASING.

7.01. Prohibition Against Voluntary Assignment. Except as otherwise specifically provided in this Lease, Tenant shall not voluntarily assign its interest in this Lease or in the City Property or allow any other person or entity (except Tenant's authorized representatives) to occupy or use all or any part of the City Property, without first obtaining Landlord's consent. Any assignment without Landlord's consent shall be voidable and, at Landlord's election, shall constitute a default. No consent to any assignment, encumbrance or sublease shall constitute a further waiver of the provisions of this section.

An agreement to sell, assignment, conveyance, sublease, or other transfer of this Lease or any part of the Improvements, including the sale of any general or limited partnership interests, the removal of any general partner, or any substantial change in Tenant control (collectively referred to as "Transfers"), shall all be deemed a voluntary assignment.

7.02. Noncomplying Assignments and Subleases. Any assignment or sublease made that is not in compliance with the provisions of this Article 7 and otherwise without Landlord's consent shall be voidable and, at Landlord's election, shall constitute a default. No consent to any assignment or sublease shall constitute a further waiver of the provisions of this section.

ARTICLE 8. INSURANCE AND INDEMNITY.

8.01. Liability Insurance. Tenant shall procure and maintain during the Term, at its sole cost and expense, liability insurance complying with the requirements of this Lease, as set forth in Exhibit E, attached hereto and made a part hereof.

8.02. Forms of Policies; Deductibles. All insurance policies required by this Article shall provide for severability of interests; shall provide that an act or omission of one of the named or additional insureds shall not reduce or avoid coverage to the other named or additional insureds; and shall afford coverage for all claims based on acts, omissions, injury and damage, which claims occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

8.03. Blanket Coverage. Any policy required to be maintained by Landlord or Tenant under this Lease may be maintained under a so-called "blanket policy" insuring other parties and/or other locations, so long as the amount of insurance and type of coverage required to be provided hereunder is not thereby diminished, changed or adversely affected.

8.04. Insurance Certificates; Failure to Deliver. Tenant shall furnish Landlord prior to the Commencement Date, and thereafter within thirty (30) days prior to the expiration of each such policy, a certificate of insurance issued by the insurance carrier of each policy of insurance carried hereunder. The certificates shall expressly provide that the policies shall not be cancelable or subject to reduction of coverage or otherwise be subject to modification except after 30 days' prior written notice to Landlord. If Tenant shall fail to procure such insurance or to deliver such certificates after notice from Landlord of such failure, Landlord may, at its option, and in addition to Landlord's other remedies in the event of a default by Tenant under this Lease, procure the same for the account of Tenant, and the cost thereof shall be paid to Landlord as additional rent.

8.05. Waiver of Subrogation. The parties hereby release each other, and their respective successors and assigns, from any claims for damage to any person, the City Property, or to the Improvements and any personal property in or on the City Property, that are caused by or result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damages, provided that such release shall only be effective to the extent of the actual coverage of the insurance policies. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy carried with respect to the Property or the Improvements.

8.06. Indemnification. Tenant, during the Term, will indemnify, defend and save Landlord harmless from and against any and all claims, demands, actions, damages, liability and expense (including reasonable attorneys' fees and costs of investigation with respect to any claim, demand or action) in connection with loss of life, personal injury and/or damage to property arising from or connected with the conduct or management of the business conducted by Tenant on the City Property and Improvements, or the occupancy or use by Tenant of the City Property, the Improvements or any part thereof, or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to this Lease, or from violations of or noncompliance with any governmental requirements or insurance requirements, or from any acts or omissions of Tenant or any person on the City Property or the Improvements by license or invitation of Tenant or occupying the City Property, the Improvements or any part thereof under Tenant, whether such injury occurs in, on or about the City Property or the Improvements. In case Landlord shall be made a party to any litigation commenced by or against Tenant, which is related to the duties Tenant is assuming pursuant to this Indemnification Clause, Tenant shall accept any tender of defense by Landlord and shall, notwithstanding any allegations of negligence or misconduct on the part of Landlord, its agents or employees, defend Landlord and protect and hold Landlord harmless and pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation; provided, however, Tenant shall not be liable for any such injury, damage or costs, expenses and reasonable attorneys' fees to the extent and in the proportion such injury or damage is ultimately determined to be attributable to the negligence or misconduct of Landlord, its agents or employees, or third parties unless covered by insurance required to be carried by Tenant. Landlord, at its option, may require Tenant to assume Landlord's defense in any action covered by this section through counsel reasonably satisfactory to Landlord.

Landlord, during the Term hereof, will indemnify Tenant and save it harmless from and against any and all claims, demands, actions, damages, liability and expense arising out of the gross negligence or willful misconduct of Landlord.

8.07. Waiver of Loss Damage. All property of Tenant kept or stored on or in the City Property or Improvements shall be so kept or stored at the sole risk of Tenant and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers, unless such damage shall be caused by the willful act or gross neglect of Landlord.

8.08. Environmental Indemnity. Tenant shall indemnify, defend, and hold harmless Landlord from all fines, suits, procedures, claims, and actions of every kind and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Lease Term at or from the City Property during the Lease Term or which arises at any time from Tenants use or occupancy of the Premises, The term "Hazardous Substances," as used in this paragraph, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

ARTICLE 9. TENANT DEFAULTS AND LANDLORD'S REMEDIES

9.01. Remedies. If Tenant shall, at any time, be in breach in the payment of rent or any other monetary sum called for by this Lease for more than ten (10) days following written notice from Landlord to Tenant, or if Tenant shall, at any time, be in breach in the keeping and performing of any of its other covenants or agreements herein contained, and should such other breach continue for sixty (60) days after written notice thereof from Landlord to Tenant specifying the particulars of such breach, or if such other breach is of a nature that curing such breach will take more than sixty (60) days and Tenant has failed to commence such cure within such sixty (60) days and to thereafter diligently pursue completion of such cure, then Tenant shall be in default under the Lease, and in the event of such default and in addition to any or all other rights and remedies of Landlord hereunder and by law provided, Landlord shall have the option to terminate this Lease by giving Tenant notice of termination.

On the giving of the notice, all of Tenant's rights in the Property and in all Improvements shall terminate. Promptly after notice of termination, Tenant shall surrender and vacate the Property and all Improvements in broom-clean condition; and Landlord may re-enter and take possession of the Property and all remaining Improvements and eject all parties in possession. Termination under this paragraph shall not relieve Tenant from the payment of any sum then due to Landlord.

9.02. Damages. Should Landlord elect to terminate this Lease under the provisions of Section 9.01, Landlord shall be entitled to recover from Tenant as damages:

A. The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this Lease;

B. The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this Lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided;

C. The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the Lease Term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; and

D. Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default, including, without limitation, costs of alterations and commissions in connection with reletting.

"The worth, at the time of the award," as used in A and B of this section, is to be computed by allowing interest at the maximum rate allowed by law. "The worth, at the time of the award," as referred to in C of this section, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

9.03. Landlord's Right to Cure Tenant's Default. Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date, shall bear interest at the maximum rate allowed by law from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

ARTICLE 10. TERMINATION; EXPIRATION

10.01. Tenant's Duty to Surrender. At the expiration or earlier termination of the Term, Tenant shall surrender to Landlord the possession of the City Property. Surrender or removal of Improvements shall be as directed in provisions of the Lease on ownership of Improvements at termination. Tenant shall leave the surrendered City Property and any other property in good and broom-clean condition, except as provided to the contrary in provisions of the Lease on maintenance and repair of Improvements. All the City Property that Tenant is required to surrender shall become Landlord's property at termination of the Lease. All property that Tenant is not required to surrender but that Tenant does abandon shall, at Landlord's election, become Landlord's property at termination.

If Tenant fails to surrender the City Property at the expiration or sooner termination of this Lease, Tenant shall defend and indemnify Landlord from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from Tenant's failure to surrender.

10.02. Holding Over. If Tenant shall hold over the leased City Property after the expiration of the Term with the consent of Landlord, either express or implied, such holding over

shall be construed to be only a tenancy from month to month, subject to all the covenants, conditions and obligations contained in this Lease. Tenant hereby agrees to continue payment of all monetary sums (such as taxes, insurance, etc.) which are Tenant's obligation under this Lease.

ARTICLE 11. SIGNS

11.01. Compliance with Laws. Any sign that Tenant has the right to place, construct and maintain on the City Property shall comply with all applicable laws, and Tenant shall obtain any approval required by such laws. Landlord makes no representation with respect to Tenant's ability to obtain such approval.

ARTICLE 12. CONDEMNATION

12.01. Definitions.

A. "Condemnation" means (1) the exercise of any governmental power, whether by legal proceedings or otherwise, by a condemnor, and (2) a voluntary sale or transfer by Landlord to any condemnor, either under threat of condemnation or while legal proceedings for condemnation are pending.

B. "Date of taking" means the date the condemnor has the right to possession of the City property being condemned.

C. "Award" means all compensation, sums or anything of value awarded, paid or received on a total or partial condemnation.

D. "Condemnor" means any public or quasi-public authority, or private corporation or individual, having the power of condemnation.

12.02. Parties' Rights and Obligations to be Governed by Lease If, during the Term, there is any taking of all or any part of the City Property, any Improvements on the City Property or any interest in this Lease by condemnation, the rights and obligations of the parties shall be determined pursuant to the provisions of this Article 12.

12.03. Total Taking. If the City Property and Improvements are totally taken by condemnation, this Lease shall terminate on the date of taking.

12.04. Effect of Partial Taking. If any portion of the City Property or the Improvements thereon is taken by condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, following a reasonable amount of reconstruction, Tenant's business cannot be conducted at an economically feasible level on the remaining portion of the Property.

A. Tenant must exercise its right to terminate by giving Landlord written notice of its election within ninety (90) days after the nature and extent of the taking have been finally determined. Such notice shall also specify the date of termination.

B. Failure to properly exercise the election provided for in this section will result in this Lease continuing in full force and effect, except that the monthly rent shall be reduced pursuant to Section 12.05 below.

12.05. Award.

A. In the event of a total condemnation, the award shall be divided between Landlord and Tenant in accordance with the fair market value of their respective interests in the Property and Improvements. Tenant shall not be entitled to any compensation, however, for any value attributable to the fact that the rent reserved under this Lease is lower than the fair rental value of the Property and Improvements (“bonus value”).

B. In the event of a partial condemnation, the award shall first be used for restoration of the Improvements.

(1) If this Lease is terminated as a result of the partial taking, then the balance of the award shall be divided between Landlord and Tenant in the manner set forth above for a total condemnation.

(2) If this Lease is not terminated as a result of the partial taking, the award shall be divided between Landlord and Tenant in the manner set forth above for a total condemnation.

ARTICLE 13. MISCELLANEOUS

13.01. Notices.

A. Definition of Notice; Application of Provision. As used in this Lease, notice includes, but is not limited to, the communication of notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. No notice of the exercise of any option or election is required unless the provision giving the election or option expressly requires notice. Unless the provisions of this Lease on rent direct otherwise, rent shall be sent in the manner provided for giving notice.

B. Writing. All notices must be in writing.

C. Delivery. Notice is considered given either (i) when delivered in person to the recipient named as below, (ii) one (1) day after deposit with a recognized overnight delivery service such as FedEx, or (iii) two (2) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage and postal charges prepaid, addressed by name and address to the party or person intended as follows:

To Landlord: City of Santa Cruz
 809 Center Street
 Santa Cruz, CA 95060
 Attn.: City Manager

To Tenant: Santa Cruz Metropolitan Transit District
 370 Encinal Street, Suite 100
 Santa Cruz, CA 95060
 Attn.: General Manager

D. Change of Recipient or Address. Either party may, by notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

13.02. Nonmerger of Fee and Leasehold Estates. If both Landlord's and Tenant's estates in the City Property or the Improvements, or both, become vested in the same owner, this Lease nevertheless shall not be destroyed by application of the doctrine of merger except at the express election of the owner and the consent of the Mortgagee or Mortgagees under all mortgages existing under provisions of this Lease relating to the purchase or construction of Improvements.

13.03. Estoppel Certificate. At any time and from time to time, within ten (10) days after notice of request by either party, the other party shall execute, acknowledge and deliver to the requesting party, or to such other recipient as the notice shall direct, a statement certifying that this Lease is unmodified and in full force and effect or, if there have been modifications, that it is in full force and effect as modified in the manner specified in the statement. The statement shall also state the dates to which the rent and any other charges have been paid in advance. The statement shall be such that it can be relied on by any auditor, creditor, commercial banker and investment banker of either party and by any prospective purchaser or encumbrancer of the Property or of all or any part or parts of Tenant's or Landlord's interests under this Lease.

Either party's failure to execute, acknowledge and deliver, on request, the certified statement described above within the specified time shall constitute acknowledgment by such party to all persons entitled to rely on the statement that the Lease is unmodified and in full force and effect and that the rent and other charges have been duly and fully paid to and including the respective due dates immediately preceding the date of the notice of request and shall constitute a waiver, with respect to all persons entitled to rely on the statement, of any defaults that may exist before the date of the notice.

13.04. General Provisions.

A. Time of Essence. Time is of the essence of each provision of this Lease.

B. Consent of Parties. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

C. Corporate Authority. If either party is a corporation, that party shall deliver to the other party on execution of this Lease a certified copy of a resolution of its board of directors authorizing the execution of this Lease and naming the officers that are authorized to execute this Lease on behalf of the corporation.

D. Successors. Subject to the restrictions set forth herein regarding assignment of the leasehold estate, each of the terms, covenants and conditions of this Lease shall extend to and be binding on and shall inure to the benefit of not only Landlord and Tenant but to each of their respective heirs, administrators, executors, successors and assigns.

E. Rent Payable in United States Money. Rent and all other sums payable under this Lease must be paid in lawful money of the United States of America.

F. Real Estate Brokers; Finders. Each party represents that it has not had dealings with any real estate broker, finder or other person with respect to this Lease in any

manner. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the other party by any broker, finder or other person with whom the other party has or purportedly has dealt.

G. Exhibits, Addenda. All exhibits and addenda to which reference is made in this Lease are incorporated in the Lease by the respective references to them, whether or not they are actually attached, provided they have been signed or initialed by the parties. Reference to “this Lease” includes matters incorporated by reference.

13.05. Interpretation of Lease.

A. California Law. This Lease shall be construed and interpreted in accordance with the laws of the State of California.

B. Integrated Agreement; Modification. This Lease contains the entire agreement between the parties with respect to the lease of the City Property. No promise, representation, warranty or covenant not included in this Lease has been or is relied on by either party unless in writing and dated of even date herewith. Each party has relied on his own examination of this Lease, the counsel of his own advisors and the warranties, representations and covenants in the Lease itself. The failure or refusal of either party to inspect the City Property or Improvements, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice. This Lease cannot be amended or modified except by a written agreement.

C. Provisions are Covenants and Conditions. All provisions, whether covenants or conditions, on the part of Tenant shall be deemed to be both covenants and conditions.

D. Use of Definitions. The definitions contained in this Lease shall be used to interpret this Lease.

E. Definitions. As used in this Lease, the following words and phrases shall have the following meanings:

“Alteration”—Any addition or change to, or modification of, the City Property made by Tenant, including, without limitation, fixtures, but excluding trade fixtures as defined here.

“Damage”—Injury, deterioration or loss to a person or property caused by another person’s acts or omissions. “Damage” includes death.

“Damages”—A monetary compensation or indemnity that can be recovered in the courts by any person who has suffered damage to his person, property or rights through another’s act or omission.

“Destruction”—Any damage, as defined here, to or disfigurement of the Property.

“Expiration”—The coming to an end of the time specified in the Lease as its duration, including any extension of the Term resulting from the exercise of an option to extend.

“Good condition”—The good physical condition of the City Property and Improvements and each portion of the City Property and Improvements, including, without limitation, signs, windows, appurtenances and Tenant’s personal property as defined here. “In good condition” means first-first-class, neat, clean and broom-clean, and is equivalent to similar phrases referring to physical adequacy in appearance and for use.

“Hold harmless”—To defend and indemnify from all liability, losses, penalties, damages as defined here, costs, expenses (including, without limitation, attorneys’ fees), causes of action, claims or judgments arising out of or related to any damage, as defined here, to any person or property.

“Law”—Any judicial decision, statute, constitution, ordinance, resolution, regulation, rule, administrative order or other requirement of any municipal, county, state, federal or other government agency or authority having jurisdiction over the parties or the Property and Improvements, or both, in effect either at the time of execution of the Lease or at any time during the term, including, without limitation, any regulation or order of a quasi-official entity or body (e.g., board of fire examiners or public utilities).

“Lien”—A charge imposed on the City Property and Improvements by someone other than Landlord, by which the City Property are made security for the performance of an act. Most of the liens referred to in this Lease are mechanics’ liens.

“Maintenance”—Repairs, replacement, repainting and cleaning.

“Person”—One or more human beings, or legal entities or other artificial persons, including, without limitation, partnerships, corporations, trusts, estates, associations, and any combination of human beings and legal entities.

“Provision”—Any term, agreement, covenant, condition, clause, qualification, restriction, reservation or other stipulation in the Lease that defines or otherwise controls, establishes or limits the performance required or permitted by either party.

“Restoration”—The reconstruction, rebuilding, rehabilitation and repairs that are necessary to return destroyed portions of the City Property and other property to substantially the same physical condition as they were in immediately before the destruction.

“Successor”—Assignee, transferee, personal representative, heir or other person or entity succeeding lawfully and, pursuant to the provisions of this Lease, to the rights or obligations of either party.

“Term”—The period of time during which Tenant has a right to occupy the Property and Improvements.

“Termination”—The ending of the Term for any reason before expiration, as defined here.

F. Captions; Table of Contents. The table of contents of the Lease and the captions of the various articles and sections of this Lease are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this Lease or of any part of this Lease.

G. Number and Gender. The singular number includes the plural whenever the context so requires. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter and the masculine, and each includes corporation, partnership or other legal entity when the context so requires.

H. Joint and Several Obligations. "Party" shall mean Landlord or Tenant; and if more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.

I. Severability. The unenforceability, invalidity or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

13.06. Waiver. No waiver of any breach of any of the terms, covenants, agreement, restrictions or conditions of this Lease shall be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and conditions hereof.

13.07. Attorneys' Fees. In the event that any action is brought by either party hereto as against the other party hereto for the enforcement or declaration of any right or remedies in or under this Lease or for the breach of any covenant or condition of this Lease, then and in that event the prevailing party shall be entitled to recover, and the other party agrees to pay, all fees and costs to be fixed by the court or arbitrator therein, including, but not limited to, reasonable attorneys' fees.

13.08. Landlord's Right to Enter Property and Improvements. Landlord and its authorized representatives shall have the right to enter the City Property and Improvements at all reasonable times, upon forty-eight (48) hours' notice, except in emergency situations when no notice shall be required, for any of the following purposes: to determine whether the Improvements are in good condition and whether Tenant is complying with its obligations under this Lease; to do any necessary maintenance and to make any restoration to the City Property and Improvements that Landlord has the right to perform; to serve, post or keep posted any notices required or allowed under the provisions of this Lease; to post "for sale" signs at any time during the Term so long as such signs make it clear at first impression it is Landlord's interest alone that it is for sale; to post "for rent" or "for lease" signs during the last one year of the Term, or during any period while Tenant is in default; and to show the Property and Improvements to prospective brokers, agents, buyers, tenants or persons interested in an exchange, at any time during the Term. Landlord's exercise of its rights under this Section 13.08 shall be in a commercially reasonable manner, and Landlord shall endeavor to minimize its interference with the business activity of Tenant or Tenant's subtenants or assigns, while entering the City Property and Improvements for the above purposes.

Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance or other damage arising out of Landlord's entry on the City Property and Improvements as provided in this section.

Tenant shall not be entitled to an abatement or reduction of rent if Landlord exercises any rights reserved in this section.

13.09. Disclaimer of Tenant. The relationship of the parties hereto is that of landlord and tenant, and it is expressly understood and agreed that Landlord does not in any way nor for

any purpose become a partner of Tenant or a joint venturer with Tenant in the conduct of Tenant's business or otherwise.

13.10. Recordation of Memorandum Only. This Lease shall not be recorded; only a memorandum of this Lease may be recorded. The parties shall execute and record a memorandum in the form attached hereto as Exhibit F.

13.11. Quitclaim. At the expiration or earlier termination of this Lease, Tenant shall execute, acknowledge and deliver to Landlord within thirty (30) days after written demand from Landlord to Tenant, any quitclaim deed or other document required by any reputable title company to remove the cloud of this Lease from the real property subject to this Lease.

13.12. Approval by Passage of Time. In the event either party approves a document, a plan or plans or specifications submitted by the other party by reason of the passage of time without specifically responding thereto, upon written request from the party whose documents, a plan or plans or specifications have been approved, the approving party will certify such approval in writing within ten (10) working days of its receipt of the request therefor.

ARTICLE 15. LIST OF EXHIBITS

- A. Description of the City Property
- B. Description of the Tenant's Property
- C. Description of the Improvements
- D. Insurance Requirements
- E. Form of Memorandum of Lease

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IN WITNESS WHEREOF, we have executed this instrument on the dates set forth below.

LANDLORD: CITY OF SANTA CRUZ,
a California municipal corporation

TENANT: SANTA CRUZ
METROPOLITAN TRANSIT DISTRICT, a
public transportation district.

By: _____
Richard Wilson, City Manager

By: _____
Leslie White, General Manager

Dated: _____

Dated: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Office of the City Attorney Date

SCMTD Counsel Date

EXHIBIT A

DESCRIPTION OF CITY PROPERTY

[Legal Description To Be Inserted.]

EXHIBIT B

DESCRIPTION OF THE DISTRICT PROPERTY

[Legal Description To Be Inserted]

EXHIBIT C
DESCRIPTION OF THE IMPROVEMENTS

[Legal Description To Be Inserted]

EXHIBIT D

INSURANCE REQUIREMENTS

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to City Property which may arise from or in connection with the Lessee's operation and use of the City Property. The cost of such insurance shall be borne by the Lessee.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
3. Property insurance against all risks of loss to any tenant improvements or betterments.

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

- | | |
|--|--|
| 1. General Liability:
(Including operations products
and completed operations) | \$1,000,000 per occurrence for bodily
injury, personal, injury and property
damage. |
| 2. Property Insurance | Full replacement cost with no
coinsurance penalty provision. |

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The City of Santa Cruz, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the lessee.
2. The Lessee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance

maintained by the City, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City before the lease commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

EXHIBIT E

MEMORANDUM OF LEASE

NO FEE DOCUMENT

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

City of Santa Cruz
Office of the City Clerk
809 Center Street, Room 9
Santa Cruz, California 95060

Attn: Director of Redevelopment

MEMORANDUM OF LEASE

This Memorandum of Lease is made and entered into this ____ day of _____, 20____, by and between the REDEVELOPMENT AGENCY OF THE CITY OF SANTA CRUZ (“Landlord” or the “Agency”), and SANTA CRUZ METROPOLITAN TRANSIT DISTRICT a rapid public transportation district (“Tenant”), who agree as follows:

1. Term and Premises. Landlord leases to Tenant and Tenant leases from Landlord the real property located in the City of Santa Cruz, County of Santa Cruz, State of California, described in Schedule 1 attached to this Memorandum of Lease (the “Premises”), for an initial term to expire _____. The lease is on the terms and conditions contained in the lease (the “Lease”) between the parties of even date herewith. The provisions of the Lease are incorporated into this Memorandum by reference.

3. Purpose of Memorandum of Lease. This Memorandum of Lease is prepared for the purpose of recordation and it in no way modifies the provisions of the Lease referred to in paragraph 1.

LANDLORD: CITY OF SANTA CRUZ

By: _____
Richard Wilson, City Manager

Date: _____

TENANT: SANTA CRUZ METROPOLITAN
TRANSIT DISTRICT

APPROVED AS TO FORM

By: _____
Les White, General Manager

Date: _____

Office of the City Attorney Date

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 24, 2004

TO: Board of Directors

FROM: Frank L. Cheng, Project Manager

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AGREEMENT WITH IULIANO 1977 TRUST FOR PROPERTY LOCATED AT 111 DUBOIS STREET FOR METROBASE PROJECT.

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute a lease with Iuliano 1977 Trust for property located at 111 Dubois Street for MetroBase Project.

II. SUMMARY OF ISSUES

- On July 20, 2004, METRO closed escrow for 1122 River Street property (APN 008-032-05).
- On July 23, 2004, METRO sent a 90 day notice to vacate the premises to Larry Pedersen dba A Tool Shed, Inc.
- The Term of the Iuliano Lease Renewal provides that METRO will be occupying site until the completion of the MetroBase Maintenance Building.
- When 111 Dubois has been vacated by METRO, A Tool Shed will move in and continue the lease with Iuliano.

III. DISCUSSION

On July 20, 2004, METRO closed escrow for 1122 River Street property (APN 008-032-05). The property is currently occupied by Larry Pedersen dba A Tool Shed. In order to assure the completion of the MetroBase Service Facility to meet the requirements of the California Act Resource Board (CARB), A Tool Shed must be relocated. Ultimately, A Tool Shed will occupy the facility that METRO currently leases at 111 Dubois Street. A ninety (90) day notice to vacate the premises was sent to Larry Pedersen on July 23, 2004. During the transition, A Tool Shed will occupy a temporary location on Harvey West Blvd until METRO vacates 111 Dubois Street when the new Maintenance Building is completed.

In an effort to guarantee A Tool Shed of the use of 111 Dubois Street, a new lease has been drafted for Iuliano 1977 Trust for the 111 Dubois Street property. The new lease consists of a five (5) year period that will commence on September 1, 2004 and expire on August 30, 2009 with an extension of an additional five (5) years. The lease consists of approximately 10,800 sq.

ft. with rent payable on the first day of each and every month. Further details on the lease can be viewed on Attachment A.

Staff is recommending that the General Manager be authorize to execute a lease with Iuliano 1977 Trust for property located at 111 Dubois Street for the MetroBase Project.

IV. FINANCIAL CONSIDERATIONS

The facility lease is for a proposed five (5) year period with an additional five (5) years option. Tenant shall pay \$10,794.22 which sums to \$1.00 per sq. ft.

V. ATTACHMENTS

Attachment A: Lease Agreement With Iuliano 1977 Trust for Property Located at 111 Dubois Street

NOTE: Attachment A will be distributed at the September 24, 2004 Board Meeting

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 24, 2004

TO: Board of Directors

FROM: Frank Cheng, Project Manager

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE AN ASSIGNMENT WITH FREDERICK ELECTRONICS (PLANTRONICS) AND A TOOL SHED, INC. FOR PROPERTY LOCATED AT 375 ENCINAL STREET FOR THE METROBASE PROJECT TO ASSIGN THE PROPERTY TO A TOOL SHED, INC.

I. RECOMMENDED ACTION

That the Board of Directors authorize the General Manager to execute an Assignment with Frederick Electronics (Plantronics) and A Tool Shed, Inc. for property located at 375 Encinal Street for MetroBase Project to assign the property to A Tool Shed, Inc.

II. SUMMARY OF ISSUES

- On July 20, 2004, the Santa Cruz METRO closed escrow for the purchase of 1122 River Street property (APN 008-032-05), property in which A Tool Shed, Inc currently occupies.
- On July 23, 2004, METRO sent a 90-day notice to Larry Pedersen, President of A Tool Shed, Inc. to vacate 1122 River Street.
- METRO currently leases property located at 375 Encinal Street, for the storage of buses and ParaCruz vans from Frederick Electronics (Plantronics).
- A Tool Shed, Inc. has indicated that its business could utilize 375 Encinal for its operations on a temporary basis.
- A Phase I Environment Study is being scheduled for the property located at 375 Encinal Street.

III. DISCUSSION

On July 20, 2004, METRO closed escrow for the purchase of 1122 River Street property (APN 008-032-05). A Tool Shed, Inc, currently occupies this property. In order to assure the completion of the MetroBase Service Facility to meet the requirements of the California Air Resources Board (CARB), A Tool Shed, Inc. must be relocated so that construction of the MetroBase fueling facility can be completed in a timely manner.

On July 23, 2004, METRO issued a ninety (90) day notice to vacate 1122 River Street to Larry Pedersen, President of A Tool Shed, Inc. METRO currently leases property at 375 Encinal for

the storage of buses from Frederick Electronics (Plantronics). Pedersen has agreed his business could utilize 375 Encinal for its operations on a temporary basis. METRO is currently looking for property to relocate the buses stored on this property so that Pedersen can relocate to this location.

Fredrick Electronics would only agree to this Assignment if METRO remains as an obligor for the terms and conditions of the Lease. Through the Assignment, A Tool Shed, Inc. agrees to accept the Lease, to pay all rents and punctually perform all of METRO's obligations under the Lease accruing on and after the date of delivery of possession to A Tool Shed, Inc. A Tool Shed Inc. further agrees to indemnify and save harmless METRO from any breach of A Tool Shed, Inc.'s lease obligations.

A Tool Shed, Inc. also requested that 375 Encinal be provided with a new address on Harvey West Boulevard, which the City of Santa Cruz was able to facilitate. The new address is 280 Harvey West Boulevard.

A Phase I Environment Study is being scheduled for 375 Encinal which will, hopefully, take place prior to A Tool Shed, Inc. relocation to that property.

METRO staff is currently making efforts to find a location for the storage of the buses that currently use the property at 375 Encinal. To date these efforts have been unsuccessful. At this time there are approximately 10 buses that use the lot during the week and an additional 10 buses use the lot on weekends. ParaCruz vans that currently use the lot will be relocated to the ParaCruz facility at Research Park Drive in Soquel and some vehicles will be declared surplus and auctioned.

Staff is recommending that the General Manager be authorized to execute the Assignment with Frederick Electronics (Plantronics) for property located at 375 Encinal for the MetroBase Project to assign the property to A Tool Shed.

Upon completion of the MetroBase fleet maintenance facility, A Tool Shed, Inc. will be further relocated to 111 Dubois, which currently is occupied by METRO's heavy maintenance.

IV. FINANCIAL CONSIDERATIONS

METRO currently pays \$2,422.21 in rents for the Plantronics lot. Until a new location is found to store the buses, it is unknown if there will be any financial impact.

V. ATTACHMENTS

Attachment A: Assignment of Lease With Frederick Electronics (Plantronics) for Property Located at 375 Encinal Street

**ASSIGNMENT OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT –
FREDERICK ELECTRONICS CORPORATION LEASE
DATED DECEMBER 1, 2000, AS AMENDED**

ASSIGNMENT of lease by and among Frederick Electronics Corporation, a Maryland corporation ("**Landlord**"), the Santa Cruz Metropolitan Transit District, ("**Tenant**") and A Tool Shed Equipment Rentals, Inc. (the "**Assignee**").

For good consideration, it is agreed by and among the parties that:

1. The Tenant hereby assigns, transfers and delivers to the Assignee all of the Tenant's rights in and to a certain lease between the Tenant and the Landlord for certain premises known as: 375 Encinal Street, under a lease dated December 1, 2000, as amended (the "**Lease**"). A copy of the Lease is attached hereto as Exhibit A and made a part hereof by reference.
2. The Assignee agrees to accept the said Lease, to pay all rents and punctually perform all of the Tenant's obligations under the said Lease accruing on and after the date of delivery of possession to the Assignee as contained herein. The Assignee further agrees to indemnify and save harmless the Tenant from any breach of the Assignee's obligations hereunder.
3. The parties acknowledge that the Tenant shall deliver possession of the leased premises to the Assignee when Tenant vacates the Premises but in no event later than October 23, 2004, and that time is of the essence. All rents and other charges accrued under the Lease prior to said date shall be fully paid by the Tenant, and thereafter by the Assignee.
4. Furthermore, Assignee shall reimburse Tenant for the amount of the Security Deposit upon signing this Agreement. If Assignee does not fulfill any of its obligations under the Lease, Landlord may apply the Security Deposit on account of such obligation or to reimburse Landlord for any sum that Landlord may expend due to Tenant's or Assignee's default. If Landlord applies any part of the Security Deposit, Assignee (and Tenant upon failure of Assignee), immediately after notice from Landlord, shall deposit with Landlord the amount so applied so that Landlord shall have the full Security Deposit available at all times during the term of the lease. At the expiration of the Lease, and after receiving confirmation in writing that the Assignee has reimbursed Tenant for the Security Deposit, the Security Deposit shall be returned to the Assignee.
5. The Landlord hereby consents to the assignment of lease, provided that:
 - a) Consent to the assignment shall not discharge the Tenant of its obligations under the Lease in the event of the breach of same by the Assignee.
 - b) In the event of breach by the Assignee, the Landlord shall provide the Tenant with written notice of same and the Tenant shall have full rights to commence all actions to recover possession of the leased premises (in the name of Landlord, if necessary) and retain all rights for the duration of the said Lease provided it shall pay all accrued rents and cure any other default.

c) There shall be no further assignment of lease without the prior written consent of Landlord.

6. This agreement shall be binding upon and enure to the benefit of the parties, their successors, assigns and personal representatives.

7. Each party has full power and authority to enter into this Assignment, and the person executing this Assignment on behalf of each has been properly authorized and empowered to enter into this Assignment.

Signed this 24th day of September 2004.

**FREDERICK ELECTRONICS
CORPORATION (LANDLORD)**

**SANTA CRUZ METROPOLITAN
TRANSIT (TENANT)**

Richard R. Pickard
Secretary

Leslie R. White
General Manager

**A TOOL SHED EQUIPMENT
RENTALS, INC. (ASSIGNEE)**

Larry Pederson
President

EXHIBIT A

LEASE

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT - FREDERICK ELECTRONICS CORPORATION LEASE

1. PARTIES. This Lease is hereby made and entered into as of December 1, 2000 by and between FREDERICK ELECTRONICS, a Maryland Corporation, (hereinafter referred to as "Lessor") and SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (hereinafter referred to as "Lessee") who agree as follows:

2. PREMISES. Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all of the conditions set forth herein, that certain real property situated in the City of Santa Cruz, County of Santa Cruz, State of California commonly known as the back portion of the upper parking lot consisting of paved and unpaved land behind the building located at 375 Encinal Street, approximately 37,767 square feet which shall include ingress and egress as outlined in Exhibit A which is attached hereto and made part hereof (hereinafter referred to as "Premises").

3. TERM.
 - 3.1 Term: The term of this Lease shall be for five (5) years commencing on December 1, 2000, and extending through November 30, 2005, unless sooner terminated pursuant to Section 3.2 herein.
 - 3.2 Termination: Either party may terminate the Lease at the end of any calendar month upon written notice to the other party at least ninety (90) days prior to the effective date of termination. If Lessor terminates this Lease, any rental paid in advance and unearned shall be returned to lessee, less any amounts owing to lessor under this Lease.

4. RENT.
 - 4.1 Rent: Lessee shall pay to Lessor as rent for the use of the Premises the total sum of two thousand, two hundred seventeen dollars and thirty cents (\$2,217.30) paid in advance on the first day of each month. Rent shall be payable without notice or demand and without deduction, offset, or abatement to lessor at the address stated herein or to such other person or at such other place as Lessor may designate from time to time.

4.2 Periodic Cost-of-Living Adjustment: The minimum monthly rent provided for in Section 4.1 shall be subject to adjustment at the commencement of the second year of the term and each year thereafter (the "adjustment date"), as follows:

a. The base for computing the adjustment is the Consumer Price Index for All Urban Consumers (base year 1982-84 = 100) for San Francisco-Oakland-San Jose published by the United States Department of Labor, Bureau of Labor Statistics ("Index"), which is in effect on the date of the commencement of the term ("Beginning Index"). If the Index has increased over the Beginning Index, the minimum monthly rent for the following year (until the next rent adjustment) shall be determined by the percentage increase in the Index for the year period. In no case shall the minimum monthly rent be less than a 2% increase over the current minimum monthly rent set forth in Section 4.1 and an increase shall be no greater than 5% of the current minimum monthly rent as provided in 4.1. On adjustment of the minimum monthly rent as provided in this lease, the parties shall immediately execute an amendment to this lease stating the new minimum monthly rent.

b. If the Index changes so that the base year differs from that in effect when the term commences, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Statistics. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

4.4 Interest: If any payment required to be made pursuant to this Lease is not made when due, then it shall bear interest at the lesser of eighteen (18%) per cent per annum or the maximum rate permitted by law, from the date due until paid.

5. SECURITY DEPOSIT. Lessee has deposited with Lessor the sum of one thousand, five hundred twenty dollars and no cents (\$1,520.00) as security for lessee's faithful performance of its obligations hereunder. If Lessee fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Lessor may use, apply or retain all or any portion of the deposit for the payment of any rent or other charge in default or for the payment of any other sum to which lessor may be entitled by reason of Lessee's default. If Lessor uses or applies all or any portion of the deposit, Lessee shall within ten

(10) days after written demand, deposit cash with Lessor in an amount sufficient to restore the deposit to the full amount stated above. Lessee's failure to do so shall be a breach of this Lease, and Lessor may elect to immediately terminate this Lease. Lessor shall not be required to keep the deposit separate from its general accounts. If Lessee performs all of Lessee's obligations, the deposit or so much thereof as has not been previously used or applied by Lessor shall be returned to Lessee, without payment of interest, within fifteen (15) days after the expiration of the Term, or after Lessee has vacated the Premises, whichever is later.

6. USE.

6.1 Use: By entry hereunder Lessee accepts the premises as being in the condition in which Lessor is obligated to deliver the premises for the use described herein. The Premises shall be used and occupied only for bus parking of lessee's buses, automobiles and trucks and storage use and for no other purpose or purposes without Lessor's written consent.

6.2 Compliance with Law: Lessee shall promptly comply with all laws, ordinances, orders, and regulations affecting the premises and its cleanliness, safety, occupation, and use. Lessee shall not do or permit anything on the premises that will in any way increase the rate of fire or public liability insurance covering the leased premises and appurtenances thereto over and above the rate of fire or public liability insurance normally charged on the type of occupancy held by Lessee. Lessee shall not perform any acts or carry on any practices that may injure the property.

6.3 Condition of Premises: At all times the Lessee shall keep the premises clean and free from rubbish. Lessee shall not bring, or permit to be brought, upon the premises, any hazardous or toxic materials or chemicals, except for ordinary and customary cleaning supplies and fuel contained in the fuel tanks of vehicles stored or used on the premises, excluding any form of tanker or other fuel storage or transport vehicle. All materials brought onto the parcel shall be used, stored, and removed in compliance with all applicable laws, statutes, ordinances and governmental rules, regulations or requirements. Lessee shall not do or permit anything to be done in or about the premises which would in any way obstruct, interfere with, annoy or injure the other tenants of the parcel at 375 Encinal Street, nor in, on or about the premises. Upon termination of this Lease, Lessee shall return the premises to Lessor in the same condition as received, normal wear and tear excepted.

7. IMPROVEMENTS. Lessee shall pay for the installation of fencing to separate the premises from the remaining parking lot. Design and construction of the fence is subject to Lessor's reasonable approval. Lessee shall keep the parcel free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. Lessor shall have the right to post and keep posted on the premises any notices that may be provided by law or which Lessor may deem to be proper for the protection of Lessor and the premises from such liens. Lessee is responsible for the removal of the fencing at the termination of the lease and repair and restore the premises to its condition at the commencement of the term, normal wear and tear excepted. Lessee shall have the right to post removable lights in and about the premises to enable Lessee to access the parked vehicles.

8. LIABILITY AND PROPERTY DAMAGE. Lessee hereby agrees to indemnify and hold harmless the Lessor against any loss, cost, damage, or expenses, arising from Lessee's use of the premises. Lessee shall carry liability insurance or self-insure with limits of not less than \$5,000,000 to cover any injuries or damages arising out of Lessee's use of the premises. Lessee shall carry property/automobile insurance on its vehicles and equipment stored on the premises.

9. HAZARDOUS MATERIALS. Lessor shall be responsible for the clean up and other requirements of all federal, state and local laws and government agencies for hazardous materials located on or within the premises prior to the commencement date of the lease. As to any hazardous materials brought, stored or discharged upon the premises by Lessee, its agents, employees and or invitees, Lessee shall promptly comply with all laws related to hazardous materials, and shall promptly at its sole cost take all action necessary to clean up and remove such contamination and restore the premises to the condition existing immediately prior to the existence of such hazardous material in or about the premises

Lessor's and Lessee's obligations under this paragraph shall survive lease termination. Lessee shall immediately notify Lessor in writing if Lessee causes or permits any hazardous material to be used or kept in or about the premises or knows or has reasonable cause to believe that any hazardous material has come to be located in or about the premises or discovers the existence of any hazardous material in or about the premises.

10. ALTERATION AND REPAIR. Lessee shall not make any alterations, repairs, or changes to the parcel other than that described above without first obtaining the written consent of Lessor.
11. ASSIGNMENT AND SUBLETTING. Lessee agrees not to assign or sublet this lease or the leased premises without the prior written consent of Lessor.
12. LESSOR'S RIGHT TO ENTER THE PREMISES. Lessor shall have the right at reasonable times to enter said parcel for the purpose of examining the premises.
13. DESTRUCTION OF PREMISES. If, during the term of the lease, the premises shall be destroyed by fire, the elements, or any other cause, then this lease shall cease and become null and void from the date of such damage or destruction, and Lessee shall immediately surrender the premises to Lessor and shall pay rent only to the date of such surrender. If the premises shall be damaged by fire or other cause so as to be capable of being repaired within a reasonable time, Lessor shall have the option to repair same and during the time that the repairs are being made Lessor shall remit to Lessee a just and fair portion of the rent according to the extent that the Lessee is deprived of the use of the premises.
14. NOTICES. All notices, statements, demands, or requests or disagreements by either party to the other, shall be in writing and shall be sufficiently given and served upon the other party or sent by mail postage prepaid and addressed as follows:

Lessor: Frederick Electronics Corporation
c/o Plantronics, Inc.
Attn: Kevin Goodwin, General Counsel
345 Encinal Street
P. O. Box 636
Santa Cruz, CA 95061

Lessee: Santa Cruz Metropolitan Transit District
Attn: Margaret Gallagher, District Counsel
370 Encinal Street, Suite 100
Santa Cruz, CA 95060

15. ATTORNEY'S FEES. If as a result of any breach or default in the performance of any of the provisions of this Lease, Lessor uses the services of an attorney in order to secure compliance with such provisions or recover damages therefore, or to terminate this Lease or evict Lessee, Lessee shall reimburse Lessor upon demand for any and all reasonable attorney's fees and expenses so incurred by Lessor, provided that if Lessee shall be the prevailing party in any legal action brought by Lessor against Lessee, Lessee shall be entitled to recover reasonable attorney's fees and expenses incurred by Lessee.
16. FULL POWER AND AUTHORITY. Each party has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LESSEE:

Santa Cruz Metropolitan Transit District

BY: _____
Leslie R. White, General Manager

LESSOR:

Frederick Electronics Corporations

BY: _____
John A. Knutson, Secretary

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 24, 2004

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A LEASE AMENDMENT WITH THE SCOTTS VALLEY TRANSIT CENTER TENANT TO EXTEND THE TERM, INCLUDE JANITORIAL DUTIES AND PROVIDE FOR THE REPAYMENT OF A PG&E BILL

1. RECOMMENDED ACTION

Authorize the General Manager to execute a Lease Amendment with the Scotts Valley Transit Center Tenant to Extend the Term, Provide for Janitorial Duties and Provide for the Repayment of a PG&E Bill.

II. SUMMARY OF ISSUES

- Steve Dymerski and Ok Hyun Cho-Byun dba the Blue Dolphin has been the tenant of the Scotts Valley Transit Center since September 1, 2002.
- The Blue Dolphin's Lease will terminate on September 30, 2004. At this time, Blue Dolphin has requested a Lease Extension through July 31, 2005, as provided for under the terms of the Lease.
- Additionally, the Ark Janitorial Services recently informed METRO that due to recent medical issues, it could no longer provide janitorial services to the Scotts Valley Transit Center effective August 31, 2004. Blue Dolphin has expressed an interest in taking over the janitorial contract at this time.
- Blue Dolphin owes METRO the balance on a utility bill having paid \$2,178.95 towards the total owed of \$4,357.90. Blue Dolphin has requested a payment plan to allow for monthly payments of \$75.00 towards the remaining \$2,178.95 until the balance is paid in full.

III. DISCUSSION

Steve Dymerski and Ok Hyun Cho-Byun have been operating the Blue Dolphin at the Scotts Valley Transit Center (SVTC) for approximately two years. The Blue Dolphin is a café providing Internet connections for its customers. Blue Dolphin's Lease will terminate on September 30, 2004. At this time, Blue Dolphin has requested a Lease Extension through July 31, 2005, as provided for under the terms of the Lease.

On March 1, 2004, METRO issued a Request for Proposals for the janitorial duties at the SVTC. Ark Property Maintenance was the lowest bidder with a bid of \$1,500.00 per

month. The Blue Dolphin also bid on the project with a bid of \$1,600.00. METRO entered into a contract with Ark to provide janitorial services to the Scotts Valley Transit Center. The owner of the Ark recently informed METRO that due to medical issues, the Ark would no longer be able to provide services and was canceling its contract effective August 31, 2004. At this time, the Blue Dolphin has requested that the janitorial contract be awarded to it, for the same compensation METRO was paying the Ark. Because the Blue Dolphin was the second lowest bidder and the initial contract is less than 6 months old METRO is able to authorize the Blue Dolphin to contract for these services. Attachment B contains the specifications for Janitorial Services for the Scotts Valley Transit Center.

METRO mistakenly paid Blue Dolphin's utilities at the Scotts Valley Center for the past two years. The Lease requires Blue Dolphin to pay its own utilities at the Center. Blue Dolphin paid \$2,178.95 on July 9, 2004 towards the \$4,357.90 owed. They have requested a payment plan to allow for monthly payments of \$75.00 towards the remaining \$2,178.95 until the balance is paid in full.

IV. FINANCIAL CONSIDERATIONS

The Janitorial Contract will cost METRO \$15,000.00 for the next 10 months.

V. ATTACHMENTS

Attachment A: Proposed Lease Amendment

Attachment B: Specifications for Janitorial Services At the Scots Valley Transit Center

**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT is made effective September 1, 2004, between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, a political subdivision of the State of California, hereinafter called "District", and Steve Dymerski and Ok Hyun Cho-Byun ("Tenant") dba **The Blue Dolphin**, who agree as follows:

I. RECITALS

- 1.1 On September 1, 2002, Tenant leased from District the certain real property commonly known as the Scotts Valley Transit Center (hereinafter "Center") for the purposes of operating a Snackshop and Newsstand business. The Lease included the provision that Tenant would be responsible for its own utility costs.
- 1.2 On September 1, 2003, Tenant and District agreed to a Lease extension extending the lease for one year, to expire on July 31, 2004.
- 1.3 Thereafter, Tenant and District agreed to extend the Lease to September 30, 2004.
- 1.4 The multi-purposes of this First Amendment is to provide for the following:
 - a. Extension of the current Lease for an additional year, beginning October 1, 2004 and terminating on July 31, 2005;
 - b. Award of the current janitorial contract for the Scotts Valley Transit Center to Tenant; and
 - c. Reimbursement of monies paid by District on Tenant's behalf for utilities.
- 1.5 Article 20.1.18 of the Lease requires that any amendment to the Agreement be in writing and signed by the duly authorized representatives of both parties.
- 1.6 This Lease Amendment constitutes the First Amendment under the Lease Agreement dated September 1, 2002.

II. AGREEMENT OF REIMBURSEMENT OF UTILITIES PAID BY METRO

- 2.1 Tenant agrees that District paid \$4,357.90 in utility costs that should have been paid by Tenant.
- 2.2 Tenant and District agree that Tenant has made a payment of \$2,178.95 on July 9, 2004 and currently owes District \$2,178.95.
- 2.3 Tenant and District further agree that Tenant will pay \$75.00 per month beginning October 1, 2004 and on the first day of each and every month thereafter until the debt has been paid in full. This provision shall survive the expiration of this amendment until the debt is paid in full.
- 2.4 Tenant and District further agree that Tenant will promptly pay all current and future utility bills directly to Pacific Gas & Electric and will continue to keep the gas and electric account in Tenant's name and bear all responsibility for such billings until the termination of the Lease extension.

III. EXTENSION OF TERM

- 3.1 Tenant and District agree to extend the Lease term from October 1, 2004 through July 31, 2005.

IV. JANITORIAL DUTIES

- 4.1 Tenant and District agree that Tenant will execute the janitorial services contract for the Scotts Valley Transit Center effective October 1, 2004, and Tenant will be paid pursuant to that contract \$1,500.00 per month in exchange for all required services.

V. REMAINING TERMS AND CONDITIONS.

- 5.1 All other provisions of the Agreement that are not affected by this amendment shall remain unchanged and in full force and effect.

VI. AUTHORITY

- 6.1 Each party has full power and authority to enter into and perform this First Amendment to the Agreement and the person signing this Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this Amendment, understands it, and agrees to be bound by it.

IN WITNESS THEREOF, this First Amendment to the Agreement is executed by District and Tenant has affixed his or her signature(s) the day and year first hereinabove written.

DISTRICT - SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

B Y _____ DATE: _____
Leslie White
General Manager

TENANT - BLUE DOLPHIN

BY: _____ - - DATE: _____
Steve Dymerski

BY: - - _____ DATE: _____
Ok Hyun Cho-Byun

Approved as to form:

BY: _____
Margaret Gallagher
District Counsel

PART III

SPECIFICATIONS FOR JANITORIAL SERVICES AT THE SCOTTS VALLEY TRANSIT CENTER

1. INTRODUCTION

The specifications described below set forth the minimum requirements for the quantity and quality of work to be provided hereunder. The provision of Janitorial Services at the Scotts Valley Transit Center (SVTC) shall meet or exceed the specifications attached hereto. As used herein, the term “work” refers to the articles, equipment, materials, supplies and labor as specified, designated or otherwise required by the Request for Proposal (RFP). Additional terms, conditions and requirements pertaining to the methods and manner of performing the work are described elsewhere in the RFP. All janitorial services provided as a result of this RFP shall be as per best commercial practices.

2. GENERAL INFORMATION

SVTC is located adjacent to the Scotts Valley Roller Rink on Kings Village Road, Scotts Valley, California. Current SVTC (lobby and restrooms) days and hours of operation are: Monday through Friday: 6:00am to 6:00pm. Building areas will be opened and closed by the District’s lobby tenant.

3. MINIMUM WORK REQUIREMENTS

3.1 RESTROOMS (minimum of four times daily – 8am/11am/4pm/7pm)

- 3.1.1 Clean restrooms. Keep restrooms in an orderly and clean state.
- 3.1.2 Clean and sanitize toilets and sinks.
- 3.1.3 **Provide** and stock restroom supplies as needed.
- 3.1.4 Clean fixtures (e.g., hand dryer, trash receptacles).
- 3.1.5 Empty trash receptacles and women’s sanitary napkin container.
- 3.1.6 Scrub and sanitize walls. Remove mold from tiles.
- 3.1.7 Clean mirrors.
- 3.1.8 Sweep and mop floors.
- 3.1.9 Scrub doors and partitions and polish metal surfaces.
- 3.1.10 Scrub entry doors and adjacent areas.
- 3.1.11 Remove all graffiti immediately. If unable to remove, report to Facilities Maintenance (see item 3.4.3 below).

3.2 TRANSIT CENTER LOBBY (Minimum two times daily – 11am/7pm)

- 3.2.1 Keep public Transit Center lobby in an orderly and clean state
- 3.2.2 Empty trash receptacles.
- 3.2.3 Spot mop floor (use “Wet Floor” signs as necessary).
- 3.2.4 Safety-check auto doors.
- 3.2.5 Remove all graffiti and posters from lobby.
- 3.2.6 Clean interior glass and doors.
- 3.2.7 Clean interior ledges.
- 3.2.8 Clean benches, tables, and chairs.
- 3.2.9 Sanitize public conveniences, e.g., drinking fountains and pay phones.

3.3 **BUS AREAS AND PARKING LOT AREA. (Minimum two times daily – 8am/4pm)**

- 3.3.1 Empty parking lot trashcans and recycling cans.
- 3.3.2 Make sure pedestrian areas are kept clean and safe.
- 3.3.3 Remove trash from landscaping and sidewalk area.
- 3.3.4 Clean sidewalk area around facility (**minimum two times weekly, and as needed to maintain cleanliness – in evenings**). Steam cleaning or pressure washing preferred and in accordance with District’s storm water pollution prevention program.

3.4 **OTHER DUTIES**

Report any problems to the District’s Facilities Maintenance Department at 426-6080 ext. 117. Leave a message if calling when the office is closed.

- 3.4.1 See that all doors to facility, clocks, and lighting are functioning properly. Contact the Facilities Department if there are any problems.
- 3.4.2 Make sure all trash receptacles are clean and in good condition; report all damage.
- 3.4.3 **Report immediately** any vandalism, or any graffiti that cannot be removed from walls, benches, or signage, including the bus and public parking areas of the facility.

4. **ADDITIONAL REQUIREMENTS AND SPECIFICATIONS**

- 4.1 Interested contractors may contact David Konno, Manager of Facilities Maintenance Department to arrange for a pre-proposal walk-through of the job site.
- 4.2 Contractors must specify on their proposal any aspects of the specifications that they do not intend to cover or perform as part of their offer.
- 4.3 Work is to be performed by a fully licensed and insured business owner. Work shall be performed in a manner that complies with all existing federal, state, and local construction and environmental codes, and with the District Hazards Communication Program and Injury Prevention Program. Material Safety Data Sheets (MSDS) shall be provided for all applicable chemicals and materials to be brought on to District property.
- 4.4 The work area shall be cleared of all materials and refuse upon completion of work. All debris and refuse shall be the property of the Contractor, who shall dispose of it properly, in compliance with all federal, state, and local requirements.
- 4.5 Contractor is responsible to return to the District in good condition any equipment, including keys, issued to it by the District. If the contractor fails or refuses to return District-issued equipment within five days of the conclusion of the contract work, the District shall deduct the actual costs to repair or replace the equipment not returned from the final payment owed to contractor, or take other appropriate legal action at the discretion of the District.

5. **PROPOSAL FEE**

Offeror shall submit a firm fixed monthly lump sum fee for janitorial services required. Monthly lump sum fee shall include all costs, including labor, materials, janitorial supplies, freight, applicable taxes, and travel. Offeror shall provide a separate hourly rate schedule for unscheduled additional janitorial maintenance. Rates quoted shall remain firm for a period of one year from the effective date of the contract. At the option of the District, this contract may be renewed for four (4) additional one (1) year terms. Rate increases may be negotiated for the option year terms so long as the increase does not exceed the annual percent change of the Consumer Price Index (CPI) for the San Francisco, Oakland, and San Jose area. CPI increase shall apply to extension years only.

6. **REJECTION OF PROPOSALS**

Failure to meet the requirements for the Request for Proposals will be cause of rejection of the proposal. The District may reject any proposal if it is conditional, incomplete or contains irregularities. The District may waive an immaterial deviation in the proposal. Waiver of an immaterial deviation shall in no way modify the Balance of the

Proposal documents or excuse the offeror from full compliance with the contract documents if the offeror is awarded the contract. The District reserves the right to not award the contract, should it determine that the proposals are not in its best interest.

7. MINIMUM PROPOSAL REQUIREMENTS

- 7.1 Description of Work Proposed - Firm shall provide a description of the approach to the tasks outlined in “Part II – Work Requirements and Specifications” and provide a work program, including any support required by the District.
- 7.2 Experience & Qualifications - This section should provide a summary description of the Contractor’s overall qualifications for this contract.
- 7.3 References - Prospective Contractor shall provide a list of other customers for which they have provided similar services within the past twenty-four months, including contact names, addresses and telephone numbers.
- 7.4 Cost Proposal -Proposals should include a monthly rate to provide services specified. This rate shall remain firm for a one-year period.
- 7.5 Insurance - The District requires minimum levels of insurance as specified in the General Conditions of the Contract. Contractor shall provide Certificates of Insurance in accordance with these requirements.
- 7.6 Conflict of Interest - The prospective Contractor shall disclose any financial, business or other relationship with the District or any of its officers or officials that may have an impact upon the outcome of the work. The prospective Contractor shall also list current clients who may have a financial interest in the outcome of the work.

8. EVALUATION CRITERIA

Submitted proposals shall be reviewed, evaluated and ranked by an evaluation committee comprised of District staff. Final selection shall be based upon the following considerations:

Criteria	Points Possible
Qualifications/Experience - an evaluation of the quality of the proposed staff and the skills and availability of substitute staff.	30
References.	20
Price – Offerors Price Proposal	50
Total Points Possible	100

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: September 24, 2004

TO: Board of Directors

FROM: Margaret Gallagher, District Counsel

SUBJECT: CONSIDERATION OF ADOPTING REVISIONS TO THE DRUG AND ALCOHOL TESTING POLICY REGULATION

I. RECOMMENDED ACTION

Adopt the attached revised Drug and Alcohol Policy Regulation.

II. SUMMARY OF ISSUES

- The federal government, through passage of the Omnibus Transportation Employee Testing Act of 1991, mandated that the Department of Transportation (DOT) implement drug and alcohol testing in the transportation industry. The rule established uniform testing procedures to be used by all DOT operating administrations including the Federal Transit Administration (FTA).
- FTA issued regulations requiring transit employees in safety-sensitive positions to be tested for illegal drug use and alcohol misuse under certain circumstances. As a result of these actions, the METRO Board of Directors approved the Drug and Alcohol Testing Policy effective December 1, 1996.
- The DOT rules covering the procedures for transportation workplace drug and alcohol testing programs have now been revised.
- At this time METRO's Drug and Alcohol Policy has been updated to comport with the revised regulations.
- Management and the Unions met and conferred on the implementation of the revised regulation.

III. DISCUSSION

The new FTA final rule on the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations' (49 CFR Part 655) basic components including the testing of safety-sensitive employees for the use of controlled substances and the misuse of alcohol, and the requirement for a policy statement, education and consequences, remain virtually the same. The five illegal drugs that are prohibited (i.e., marijuana, cocaine, amphetamine, opiates, and phencyclidine) are the same, as are the five testing categories (i.e., pre-employment, random, reasonable suspicion, return-to-duty, and follow-up). FTA also chose to keep the training requirement the same.

Much of the new rule involved the replacement of various forms used in the testing process, which the Human Resources Department has already implemented. Other significant changes, which are now included in the District's policy include the following:

- 1) Clarification regarding what actions constitute a test refusal for a drug test or alcohol test and the implication of negative dilute testing;
- 2) The new regulations introduced the term "Designated Employer Representative (DER). A DER is an employee that receives test results and other communications for the employer and is required to make decisions in the testing and evaluation process. The DER must also be authorized by the employer to take immediate action directly or through the employee's direct supervisor to remove employees from safety-sensitive duties;
- 3) Employers now using the best information at the time must remove an employee from the random pool if that employee will be away from the work site for 90 days or more for any reason.

Over the last several months, Robyn Slater, the Human Resources Manager, Bryant Baehr, the Operations Manager and I met with both Unions' representatives to discuss the revisions. Input received from the Unions was incorporated into the policy. Both Unions have concurred in the modifications to the policy as set forth in Attachment A.

IV. FINANCIAL CONSIDERATIONS

The drug and alcohol testing policy program currently costs the District \$7, 379.00 per year.

V. ATTACHMENTS

Attachment A: Revised Drug and Alcohol Policy

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Regulation Number: AR-3013
Computer Title: drug policy.doc
Effective Date: January 1, 1996
Pages: 37
TITLE: **DRUG & ALCOHOL TESTING POLICY**

Procedure History

REVISION DATE	SUMMARY OF REVISION	APPROVED
8/21/98	Footnotes added to Page 16	S.A.
09/24/04	Implementation of New Federal Law Requirements; and other modifications.	

I. POLICY

- 1.01 It is the policy of the Santa Cruz Metropolitan Transit District (District) that its workplace is free from the effects of drug and alcohol abuse. This policy is enforced in order to insure the safe and efficient operation and maintenance of its transportation system for its passengers, and to provide a safe work environment for its employees. This policy is also to avoid the dangers arising from substance abuse in the work place. These dangers include death and injury to the employee, co-workers, and the public resulting from accidents, dereliction of duty, poor judgment and carelessness. Substance abuse also results in lost productivity, reduced efficiency, and increased absenteeism by the substance abuser and interferes with the job performance of employees who do not use illegal or unauthorized substances.
- 1.02 No District employee shall: (1) use, possess, or be under the influence of drugs or other mind-altering substances; or (2) use or possess a container of alcohol or be under the influence to any extent that would impede the employee's ability to perform his or her duties safely and effectively. Furthermore, employees shall not perform duties, which because of drugs or medication taken under a legal prescription or non-prescription, cannot be performed without posing a threat to the health or safety of the employee or others.
- 1.03 The District is committed to providing safe, reliable, and efficient transportation services to the public, and a safe, healthy and productive work environment for its employees. In order to meet these goals, the Policy of the District is to:
- a. Create a work environment free from the adverse effects of drug and alcohol misuse;

Drug and Alcohol Testing Policy

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- b. Encourage employees to seek professional assistance when personal problems, including alcohol or drug dependency adversely affect their ability to perform their duties in a safe, productive and courteous manner;
 - c. Ensure that employees do not report to work or work with alcohol or drugs in their systems;
 - d. Prohibit the illegal use, possession, manufacture, sale or distribution of controlled substances by its employees;
 - e. Ensure that the reputation of the District and its employees is as responsible citizens worthy of public trust;
 - f. Provide guidelines and outline responsibilities for the testing of employees and employment candidates to determine drug abuse and alcohol misuse; and
 - g. Implement programs that are designed to help prevent accidents, injuries, and fatalities resulting from the misuse of alcohol and use of drugs by employees who perform safety sensitive functions.
- 1.04 District safety-sensitive employees will be subject to urine drug testing and breath alcohol testing in accordance with applicable federal law.
- 1.05 This Policy complies with the Federal Transit Administration (FTA) Regulations (49 CFR Parts 40 and 655 with applicable amendments) that mandate urine drug testing and breath-alcohol testing for safety- sensitive employees and the U.S. Department of Transportation (DOT) standards for the collection and testing of urine and breath specimens. All drug and alcohol testing as required by this policy is mandated by the FTA Regulations **except that a second drug test is required if the results of a first test are determined by the MRO to be a negative dilute drug test which is pursuant to the District's own authority (See Section 9.10)**, and shall be in compliance with all Federal and State laws and regulations.
- 1.06 As required by the FTA Regulations, Attachment 1 lists the drugs or classes of drugs to be tested for and describes the testing procedures for drugs and alcohol; Attachment 2 provides information about the effects of alcohol misuse and the signs and symptoms of an alcohol problem; Attachment 3 provides information about the effects of drug abuse and the signs and symptoms of drug problems for each of the drugs to be tested; Attachment 4 lists job classifications considered to be safety-sensitive.

II. APPLICABILITY

- 2.01 This policy applies to all full-time and part-time safety- sensitive employees.

2.02 Participation in the testing program as described in this policy is a condition of METRO employment for all safety-sensitive employees, but no employee-authorization is required.

2.03 An employee violating this policy is subject to disciplinary action up to and including discharge. See also Articles X Employees Responsibilities and XI Actions After a Positive Test for specific disciplinary actions. **Any disciplinary actions taken as a result of a violation of this policy is pursuant to the District's own authority.**

2.04 Compliance with this policy does not relieve an employee of compliance with applicable Federal and State laws and regulations.

III. CONTRACTOR APPLICABILITY

3.01 District contractors and subcontractors, as required, shall comply with 49 Code of Federal Regulations Parts 40 and 655 to the extent required by Federal law.

3.02 The Human Resources Manager shall insure that all applicable District contractors and subcontractors who are required to comply with the FTA drug and alcohol testing requirements are in actual compliance.

IV. RESPONSIBILITIES OF DESIGNATED EMPLOYER REPRESENTATIVE AND OTHERS

4.01 The Human Resources Manager (or in his/her absence, the Assistant General Manager) is designated as the District's Drug and Alcohol Testing Coordinator and Designated Employer Representative (DER), and shall ensure that the administration of all drug and/or alcohol tests comply with applicable laws. The Human Resources Manager shall be knowledgeable about the DOT and FTA regulations, and District policies and procedures for drug and alcohol testing. The Human Resources Manager shall be immediately accessible to collection site personnel, Breath Alcohol Technicians (BAT), and Medical Review Officers (MRO) and be prepared to address drug and alcohol testing issues, make decisions and provide direction in a timely manner. An employee seeking additional information about the program can contact his or her manager and/or the Human Resources Manager, 370 Encinal Street, Suite 100, Santa Cruz 95060, (831) 423-5583.

4.02 The Human Resources Manager shall post and distribute the District's Drug & Alcohol Testing Policy to each safety-sensitive employee and to representatives of employee organizations.

4.03 The Human Resources Manager shall maintain all records and reports pertaining to the drug and alcohol-testing program in a confidential manner.

- 4.04 Each safety-sensitive employee shall receive a copy of this Policy and is responsible for reading, understanding and adhering to this Policy.
- 4.05 Managers and supervisors will be held accountable for the consistent application and enforcement of this Policy. Any manager/supervisor who knowingly disregards the requirements of this Policy, or who is found to have deliberately misused the Policy in regard to subordinates shall be subject to disciplinary action, up to and including discharge.
- 4.06 Any employee who has actual knowledge that an employee has used alcohol within four hours of performing a safety-sensitive function or is under the influence of drugs while performing a safety sensitive function shall report such knowledge immediately to either his/her Manager or the Human Resources Manager.
- 4.07 A Manager or Supervisor having actual knowledge that an employee is using alcohol while performing safety-sensitive functions shall not permit the employee to perform or continue to perform safety-sensitive functions.
- 4.08 After obtaining an applicant or employee's written consent who is seeking employment or a transfer to a safety sensitive position, the Manager of Human Resources shall request the following information from DOT-regulated employers who have employed the applicant/employee during any period during the two years before the date of the applicant/employee's application or transfer request:
- a. Alcohol tests with a result of 0.04 or higher alcohol concentration;
 - b. Verified positive drug tests;
 - c. Refusals to be tested, including verified or substituted drug test results;
 - d. Other violations of DOT agency drug and alcohol testing regulations;
 - e. With respect to any employee who violated a DOT drug and alcohol regulation, documentation of the employee's successful completion of DOT return-to-duty requirements, including follow-up tests. If no documentation is forthcoming, the Human Resources Manager shall seek to obtain the information from the applicant/employee.
- 4.09 If the applicant/employee refuses to provide written consent pursuant to Section 4.08 above, the applicant/employee shall not be permitted to perform safety-sensitive functions.

V. EDUCATION/TRAINING

- 5.01 The Human Resources Manager shall be responsible to establish and maintain an education and training program in order to promote the deterrence of the misuse of drugs and alcohol. The education component shall include display and distribution to every safety-sensitive employee informational material and a community service hot-line telephone number for employee assistance, if available. The Human Resources Manager shall maintain a copy of 49 CFR Part 40 in her/his office, which shall be made available to employees upon request.
- 5.02 Safety-sensitive employees shall be provided at least 60 minutes of training which must cover the effects and consequences of prohibited drug use on personal health, safety and the work environment and include information on the signs and symptoms that indicate prohibited drug use.
- 5.03 Managers, Supervisors and/or other District officials who are authorized to make reasonable suspicion determinations shall undergo at least one hour of training on the physical, behavioral, and performance indicators of probable drug use and at least one hour of training on the physical, behavioral, speech and performance indicators of probable alcohol misuse.

VI. REHABILITATION

- 6.01 Drug users and alcohol abusers are encouraged to make every effort to overcome the abuse and addiction that comes from use. Successful rehabilitation hinges upon users rehabilitating themselves with the assistance of outside professionals. The District provides an Employee Assistance Program (EAP) to assist employees in dealing with drug and alcohol related problems. Employees of the District who have a problem with drug or alcohol use are strongly encouraged to seek help voluntarily. In addition, all employees are encouraged to make use of other available resources for treatment for alcohol and substance abuse problems.
- 6.02 An employee may voluntarily seek help through a community based alcohol and/or drug rehabilitation program or through the District's EAP which provides assessment and referral services. A supervisor/manager may refer an employee to EAP for any problem(s) impacting job performance with the exception of an employee testing positive for drugs/alcohol in which case the employee will be referred to a Substance Abuse Professional (SAP).
- 6.03 An employee will be allowed up to a 30-day leave of absence for rehabilitation purposes. Employees may use their accumulated sick leave or annual leave for such purposes.

VII. TESTING

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- 7.01 Employees shall submit to a urine test for the detection of drugs under the following circumstances:
- a. Pre-employment/Transfer to a safety sensitive position for the first time/Return to work;
 - b. Post accident;
 - c. Reasonable suspicion;
 - d. Random; and
 - e. Return-to-duty/follow-up.
- 7.02 An employee shall be tested for the following drugs:
- a. Marijuana;
 - b. Cocaine;
 - c. Opiates;
 - d. Amphetamines; and
 - e. Phencyclidine.
- 7.03 Employees are prohibited from consuming the drugs identified in Section 7.02 at all times.
- 7.04 Employees shall submit to a breath test for the detection of alcohol in the following circumstances:
- a. Transfer to a safety sensitive position for the first time/Return to work;
 - b. Post accident;
 - c. Reasonable suspicion;
 - d. Random; and
 - e. Return-to-Duty/Follow-Up Testing.
- 7.05 An employee is prohibited from using alcohol while performing safety-sensitive functions or at all times if the result is that his/her breath registers a 0.02 or greater when performing safety-sensitive functions.

VIII. TYPES OF TESTING

8.01 Pre-employment/Transfer Testing/Return to work:

- a. Applicants for District employment in safety-sensitive positions and employees transferring into safety-sensitive positions shall undergo urine drug testing with a verified negative result prior to employment or transfer.
- b. No pre-employment drug tests shall be given to an applicant or employee unless a contingent offer of employment or transfer subject to the applicant /employee passing the test has been made.
- c. The Human Resources Department shall inform an applicant and/or an employee seeking a safety sensitive position, prior to testing that drug tests including those for the detection of marijuana, cocaine, amphetamines, opiates, and phencyclidine will be administered. This notification shall be in writing and shall inform the applicant/employee that a positive test result shall be the basis for the decision to refuse to make the appointment or transfer as the case may be.
- d. Failure of a drug test will disqualify an applicant for employment to a safety-sensitive position.
- e. Employees attempting to transfer into safety-sensitive positions who fail a drug test shall not be permitted to transfer.
- f. Employees or applicants who have previously failed or refused a pre-employment drug test administered under this part, must provide proof of having successfully completed a referral, evaluation and treatment plan as described in section XI.
- g. When an employee has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the random selection pool during that time, the employee shall take a pre-employment drug test with a verified negative result before performing safety-sensitive duties. An employee may, at the employee's discretion, take the test while he/she is still on leave as long as the applicable procedures are followed. **Whether on leave or not, an employee testing positive shall be subjected to the procedures required by this policy following a positive test including disciplinary action.**
- h. An applicant for District employment for a safety sensitive positions and employees transferring into safety sensitive positions shall undergo an alcohol test before employment or transfer.

- i. The alcohol test shall not be conducted until a contingent offer of employment or transfer subject to the applicant/employee passing the pre-employment alcohol test is made.
- j. An applicant or an employee wishing to transfer into a safety-sensitive position shall not be allowed to begin performing safety-sensitive functions unless the result of the employee's test indicates an alcohol concentration of less than 0.02

8.02 Reasonable Suspicion Testing:

- a. An employee shall be subject to drug and/or alcohol tests when there is a reason to suspect that such employee has used a prohibited drug or has misused alcohol. A reasonable suspicion referral for testing will be made on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the employee, by a manager/supervisor trained in detecting signs and symptoms of drug use and alcohol misuse.
- b. Alcohol testing is authorized under this section only if the observations required are made during, just preceding, or just after the period of the workday that the employee is required to be in compliance.
- c. A supervisor/manager who has made the required observations may direct an employee to undergo reasonable suspicion testing for alcohol only while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.
- d. If an alcohol test required by this section is not administered within two hours following the determinations to test, the supervisor/manager who made the observations shall prepare a report stating the reasons the alcohol test was not promptly administered. If the alcohol test is not given within eight (8) hours, following the determination to test, efforts to administer the test shall cease and the supervisor/manager shall prepare a report stating the reasons for not administering the test. All reports required by this section shall be forwarded promptly to the Human Resources Manager for review and appropriate action. The Human Resources Manager shall maintain a file for such reports.
- e. Under no circumstances shall an employee suspected of drug and/or alcohol intoxication be permitted to drive a District vehicle. District personnel shall transport such employee to the collection test site and offer to transport him/her to his/her residence or other appropriate destination after the test.
- f. The supervisor/manager who determined that there was reasonable suspicion to require a drug and/or alcohol test shall complete a report on a form provided by the District setting forth the behavioral signs and symptoms observed in the employee suspected of being under the influence of drugs and/or alcohol. A copy

of the report shall be marked confidential and forwarded to the Human Resources Manager within twenty-four (24) hours of the determination.

8.03 Post Accident Testing:

- a. As soon as practicable following an accident involving the loss of human life, the District shall test for drugs and alcohol each surviving employee operating the mass transit vehicle (regardless of whether or not the vehicle is in revenue service) at the time of the accident. Any other employee whose performance could have contributed to the accident as determined by a manager/supervisor using the best information available at the time of the decision shall also be tested for drugs and alcohol.
- b. As soon as practicable following an accident (see “accident” definition) not involving the loss of human life, in which a mass transit vehicle is involved (regardless of whether or not the vehicle is in revenue service), each employee operating the mass transit vehicle at the time of the accident shall be tested for drugs and alcohol unless a manager/supervisor determines using the best information available at the time of the decision that the employee’s performance can be completely discounted as a contributing factor to the accident. Such a decision must be documented in detail including the decision making process used to reach the decision not to test.
- c. Other employees whose performance could have contributed to the accident, as determined by a manager/supervisor using the best information available at the time of the decision shall also be tested for drugs and alcohol.
- d. Following an accident, the employee(s) shall be tested as soon as possible but not later than eight (8) hours for alcohol testing and 32 hours for drug testing. An employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident or until (s)he undergoes a post-accident alcohol test, whichever comes first. Following an accident an employee must remain readily available for testing. If an employee does not remain readily available he/she shall be considered to have refused the tests and will be subject to employment discharge.
- e. An employee who leaves the scene of the accident without appropriate authorization prior to submission to drug and alcohol testing will be considered to have refused the tests and will be subject to employment discharge.
- f. Following an accident, field supervisory personnel at the scene shall do an immediate assessment of the condition of the employee to detect possible signs of the presence of drugs or alcohol.

- g. In compliance with FTA requirements alcohol testing shall be administered as soon as practicable after an accident. If the alcohol test is not administered within two (2) hours of the accident, the responsible Manager or Supervisor shall prepare a written report stating the reason why the test was not promptly administered. A copy of such report shall be forwarded to the Human Resources Manager and shall be available for inspection by the DOT or the FTA. All attempts to administer an alcohol test shall cease after eight (8) hours and all attempts to administer a drug test shall cease after 32 hours following the accident and shall be documented in the same manner with a written report to the Human Resources Manager.
- h. Following an accident based test, an employee shall not be allowed to perform safety-sensitive functions until the results of the test are known to the District and the employee.
- i. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a safety-sensitive employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.
- j. The results of a blood, urine, or breath test for the use of prohibited drugs or alcohol misuse, conducted by Federal, State or local officials having independent authority for the test shall be considered to meet the requirements of this section provided such test conforms to the applicable Federal, State or local testing requirements and that the test results are obtained by the District. Such test results shall be used only when the District is unable to perform a post-accident test within the required period noted above.

8.04 Random Testing:

- a. A safety-sensitive employee will be subject to random, unannounced testing for drugs and alcohol using a computer based random number selection method. Each employee in the random pool will have an equal chance of being selected for testing and shall remain in the pool even after being tested. Random testing will be administered at random times during the day (or shift) to avoid predictability. Each employee shall be assigned a unique number, which shall be entered into a pool from which the selection should be made. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year.
- b. Once an employee is notified of his/her selection for a random test, he/she must be escorted immediately to the collection test site.

- c. A safety-sensitive employee shall be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such function. An employee may be randomly tested for prohibited drug use anytime while on duty.
- d. An employee who is not on duty because of sickness, vacation, jury duty, leave of absence, worker's compensation, family medical leave or any other purpose shall be removed from the **random** pool for purposes of random testing if the Manager of Human Resources determines using the best information available at the time that such employee will be absent for at least 90 days.

8.05 Employee Retest:

- a. After notification by the Medical Review Officer or the Human Resources Manager of a confirmed verified positive drug test, an employee may, within 72 hours, request that an additional test be conducted at a different DHHS - certified laboratory specified by the District. The request can only be made by the employee himself/herself but may be made orally. The test shall be conducted on the split sample that was provided at the same time as the original or primary sample.
- b. All costs for the employee requested testing, including the transportation of the split specimen to the second laboratory shall be paid by the District.

8.06 Return to Duty:

- a. Before any employee is allowed to return to duty to perform a safety-sensitive function following a verified positive drug test result, an alcohol result of 0.02 or greater, or for any other reason as required by FTA regulations, that employee must first be evaluated by a Substance Abuse Professional (SAP) and pass a return to duty test. The SAP will recommend a course of action to the employee.
- b. The purpose of the return to duty test and the evaluation of an individual's return to duty status by the SAP is to provide some degree of assurance that the individual is presently free of alcohol and/or any prohibited drugs and is able to return to work without undue concern about continued substance abuse. An employee must follow the recommendations of the SAP.
- c. Before a return to duty test is performed, the employee must be evaluated by a SAP to determine whether the employee has followed the recommendations for action by the SAP, including participation in a rehabilitation program.
- d. The employee must have a verified negative drug test result or an alcohol test result of less than 0.02 to return to a safety-sensitive function. If a drug test result

is canceled, the employee shall be required to submit to and pass another drug test.

8.07 Follow-Up Testing:

- a. Once allowed to return to duty, an employee shall be subject to unannounced follow-up testing for at least 12 but not more than 60 months. The frequency and duration of the follow-up testing will be recommended by the SAP as long as a minimum of six tests are performed during the first 12 months after the employee has returned to duty.
- b. Follow-up testing is separate from and in addition to the regular random testing program. Employees subject to follow-up testing must also remain in the standard random pool and must be tested whenever their names come up for random testing even if this means being tested twice in the same day, week or month.
- c. If the employee is subject to drug follow-up tests, the employee may also be required to take one or more follow-up alcohol tests. If the employee is subject to alcohol follow-up tests, the employee may be required to take one or more follow-up drug tests with a verified negative result.

IX. MEDICAL REVIEW OFFICER (MRO)

- 9.01 All positive drug testing laboratory results will be reviewed by the District's MRO. The MRO shall verify and validate or invalidate test results.
- 9.02 The MRO shall conduct an administrative review of the control and custody form to ensure its accuracy.
- 9.03 The MRO shall review and interpret an employee's confirmed positive test by 1) reviewing the individual's medical history including any medical records and biomedical information provided, 2) affording the individual an opportunity to discuss the test result, and 3) deciding whether there is a legitimate medical explanation for the result, including legally prescribed medication.
- 9.04 The MRO shall attempt to notify each employee who has a verified positive test that the employee has 72 hours in which to request a test of the split specimen. If the employee requests an analysis of the split specimen within 72 hours of having been informed of a verified positive test, the MRO shall direct, in writing, the laboratory to ship the split specimen to another DHHS-certified laboratory for analysis. If the retest is determined to be negative then the first test shall be considered to have a negative result.

- 9.05 If the employee has not contacted the MRO within 72 hours of being notified of a verified positive drug test, the employee may present to the MRO information documenting that serious illness, injury, inability to contact the MRO, lack of actual notice of the verified positive test or other circumstances unavoidably prevented the employee from contacting the MRO in time.
- 9.06 If the MRO concludes that there is a legitimate explanation for the employee's failure to contact the MRO within 72 hours, the MRO shall direct that the analysis of the split specimen be performed.
- 9.07 If the MRO concludes that there is no legitimate explanation for the employee's failure to contact the MRO within 72 hours, then the MRO is not required to direct the analysis of the split specimen to be performed.
- 9.08 The MRO shall report each verified test result to the Human Resources Manager. Reporting of a verified positive result will not be delayed pending the split specimen analysis.
- 9.09 **If the MRO determines that a positive drug test was dilute, the MRO and the District shall treat the test as a verified positive test. The employee will not be permitted to take another test based on the fact that the specimen was dilute.**
- 9.10 **If the MRO determines that a negative drug test was dilute, the employee will be directed to take another test immediately pursuant to the District's own authority. The collection of the specimen shall not be collected under direct observation unless there is another basis for such direct collection. The results of the second test, not that of the original test, will become the test of record on which the District will rely for purposes of this policy. If the second test is also negative and dilute, the employee will not be required to take a third test. If an employee is directed to take another test and the employee declines to do so, the employee has refused the test for purpose of this policy and action will be taken in accordance with this policy.**

X. EMPLOYEE RESPONSIBILITIES

- 10.01 As a condition of employment, an employee must:
- a. Submit immediately to alcohol and/or drug tests at a District authorized collection site when ordered by a District Manager, Supervisor or law enforcement personnel.
 - b. Refrain from alcohol consumption within four (4) hours of reporting for duty or during the hours that (s)he is subject to duty, and while on-call.

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- c. Refrain from reporting for duty or remaining on duty while having an alcohol concentration level of 0.02 or greater.
- d. Refrain from alcohol use for eight (8) hours following an accident or until (s)he undergoes a post accident alcohol test, whichever occurs first.
- e. Refrain from the use of prohibited drugs.
- f. Upon arrival at the District's collection test site, he/she shall follow all instructions given by collection site personnel and District supervisory personnel in providing a specimen for drug and/or alcohol detection tests.
- g. Complete a drug and/or alcohol detection test, as applicable, in accordance with federal laws and regulations.
- h. Comply with the interview examination and/or evaluation as directed by the MRO.
- i. Comply with District requirements for treatment, after care, return to duty testing and follow-up testing.

10.02

- a. An employee shall be considered to have refused a drug and/or alcohol test under the following circumstances:
 - i.) Refusal to comply with a request for testing;
 - ii.) Refusal to complete and/or sign the required drug and/or alcohol testing form(s);
 - iii.) Providing false or misleading information in connection with a test;
 - iv.) Attempts to falsify/falsification of test results through tampering, contamination, adulteration, or substitution;
 - v.) Inability to provide a urine specimen or breath sample or sufficient volume as applicable, for required test without a valid medical explanation;
 - vi.) Verbal declaration of refusal to submit to testing;
 - vii.) Obstructive behavior to disrupt, or stop a test;
 - viii.) Physical absence resulting in the inability of the District to conduct a test;

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- ix.) Failure to undergo a medical examination to verify insufficient volume of urine or breath when requested;
 - x.) Failure to cooperate with any part of the testing process;
 - xi.) Failure to permit the observation or monitoring of specimen donation/collection when so required;
 - xii.) Failure to submit to a second test when required;
 - xiii.) Failure to comply with test instructions at the test site;
 - xiv.) Failure to report to the designated test site within the allotted time after notification of testing;
 - xv.) Failure to remain readily available for testing;
 - xvi.) Failure to remain at the testing site until the testing process is completed;
 - xvii.) A drug test result that is verified by the MRO as adulterated or substituted;
 - xviii.) Failure to sign the certification on Step 2 of the ATF form (alcohol test)
- b. An employee who refuses to submit to a drug and/or alcohol test as described above shall be removed from duty and immediately, referred to a SAP, and under the District's own authority, the employee shall be discharged from his/her employment with the District.
 - c. In no event shall an employee who engages in any of the conduct set forth above be permitted to perform any safety-sensitive function.
 - d. An employee/applicant shall be denied transfer/appointment to a safety sensitive position under the District's own authority.
- 10.03 Any employee/applicant who is being tested for a pre-employment test will not be considered to have refused the test if he/she engages in any of the behaviors set forth in Section 10.02 unless the applicant/employee has actually begun the collection process.
- 10.04 For an on-call employee the following procedure is established should he/she consume alcohol within 4 hours of performing a safety-sensitive function: 1) When notified that he/she must report for duty he/she must advise the District if he/she has used alcohol, and 2) indicate whether he/she is able to perform his/her safety sensitive function.

- a. If the employee believes he/she is not capable of performing safety sensitive functions, the employee shall be excused from doing so.
- b. If the employee believes he/she is capable of performing a safety-sensitive function, the employee shall be tested for alcohol and the employee shall be permitted to perform a safety-sensitive function if his/her alcohol concentration level measures less than 0.02. If the employee alcohol concentration level measures at 0.02 or greater he/she shall not be permitted to work. The standards for disciplinary action set forth in Article XI shall be applicable.

XI. ACTIONS AFTER A POSITIVE TEST

- 11.01 An employee who has a verified positive drug test, or has a confirmed alcohol test of 0.02 or greater or who refused to submit to a required drug or alcohol test shall be immediately removed from duty, and provided a listing of SAPs (names addresses, and telephone numbers). **METRO shall make a good faith effort to provide the employee with at least three (3) names of SAPs. In the performance of its duties and responsibilities, the SAP shall follow the requirements of federal law and regulations. Neither METRO nor the employee shall seek a second evaluation by a SAP in order to obtain another recommendation. METRO is prohibited from relying on a second SAP evaluation obtained by an employee. The employee shall also be informed by the Human Resources Manager of educational and rehabilitation programs and resources available to the employee in evaluating and resolving problems associated with prohibited drug and alcohol use. Referral to the SAP does not shield an employee from disciplinary action or guarantee employment or reinstatement with the District. Within fifteen (15) working days of providing the employee with the list of SAPS, the employee shall provide the Human Resources Manager with evidence of participation in a SAP's evaluation and/or a SAP's referral. Failure to do so shall result in employment termination pursuant to the District's own authority. METRO shall pay for all SAP costs resulting from a first positive test. All treatment costs associated with a first positive test shall be the responsibility of the employee who may use his/her medical insurance, if applicable. Any SAP and/or treatment costs for a second positive test are the sole responsibility of the employee.**
- 11.02 When an employee has a verified positive, adulterated or substituted test result or has otherwise violated a DOT agency drug & alcohol regulation, the employee will not be returned to the performance of safety-sensitive functions until or unless the employee successfully completes the return to duty process set forth herein.
- 11.03 A positive test for drugs or alcohol shall result in disciplinary proceedings being initiated pursuant to the District's own authority.

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- 11.04 The following disciplinary standards shall apply for an employee who tests positive for drugs or alcohol:
- a. If the breath sample tests at an alcohol concentration level of 0.02 - 0.039 (other than random), the employee shall be immediately removed from duty, referred to a SAP¹, and shall not be allowed to return to duty for at least eight hours. Such employee must follow the recommendations of the SAP. If an employee tests a second time at a concentration level of 0.02 or greater or tests at this level in a follow-up test, such employee shall be discharged.
 - b. When a test (other than random) shows the presence of alcohol, at a concentration level of 0.04 or greater, or drugs the following disciplinary standards shall apply:
 - i. Illegal Drugs - The safety-sensitive employee will be discharged following a positive test result.
 - ii. Alcohol - The safety-sensitive employee will be discharged following a positive test result.
 - c. When a random test shows the presence of drugs or alcohol in a concentration level of 0.02 or greater the following disciplinary standards shall apply:
 - i. An employee who tests positive on a first test for alcohol, at a concentration level of 0.02 or greater, or drugs shall be removed from duty immediately and shall be referred to a SAP. Such employee shall be allowed to return to duty after compliance with Articles 8.06 Return to Duty and 8.07 Follow-Up Testing.
 - ii. An employee who tests positive on a second test for alcohol, at a concentration level of 0.02 or greater, or drugs shall be discharged from his/her employment.
- 11.05 Nothing contained herein shall prevent the District from imposing a more severe disciplinary action should the specific facts and circumstances of the situation warrant such action.
- 11.06 Voluntary enrollment in the EAP or the SAP rehabilitation program does not excuse or exempt an employee from discipline if (s)he has alcohol or illegal drugs in his/her system while on duty.
- 11.07 Violations of this Policy shall be grounds for disciplinary action, up to and including discharge. Refusal to submit immediately to drug and alcohol tests at a District authorized collection site when ordered by a District Manager, Supervisor or law

¹ Referral to the SAP for an alcohol concentration level of 0.02-0.039 is pursuant to the District's own authority.

enforcement personnel shall subject employees to discharge proceedings for insubordination and gross misconduct. Such refusal shall be considered an admission of guilt.

- 11.08 When an employee has a verified positive drug test result, or has a confirmed alcohol test of 0.04 or greater, or refuses to submit to a drug or alcohol test required, the Human Resources Manager shall advise the employee of the resources available for evaluating and resolving problems associated with prohibited drug use and alcohol misuse, including the names, addresses and telephone number of SAPs and counseling and treatment programs.

XII. RELEASE OF TESTING RESULTS

- 12.01 The District is not authorized by federal law to release any testing records to law enforcement.
- 12.02 The District is allowed to release testing records in a criminal or civil action resulting from an employee's performance of safety-sensitive duties in which a court of competent jurisdiction determines that the drug or alcohol test information sought is relevant to the case and issues an order directing the District to produce the information.
- 12.03 The District will provide drug/alcohol-testing information of an employee or former employee to other agencies/companies, or an identified person when authorized in writing by such employee(s).
- 12.04 The District will release information pertaining to an employee's drug or alcohol test including the results, without the employee's consent in certain legal proceedings including a lawsuit, grievance (e.g. An arbitration concerning disciplinary action taken by the District against the employee) or administrative proceeding brought by, or on behalf of, the employee and resulting from a positive DOT drug or alcohol test or a refusal to test (including, but not limited to, adulterated or substituted test results).
- 12.05 In addition to the foregoing, the District will release drug or alcohol test information only as allowed by federal law or regulations.
- 12.06 The District will immediately notify the employee in writing of any information released pursuant to sections 12.02 and 12.04.
- 12.07 The District will comply with a request from DOT representatives as follows:
- a. Access to the facilities used for drug/alcohol program functions;
 - b. Release of all written, printed and computer based drug/alcohol program record, reports, files, materials, data, documents, agreements, contracts, policies and statements that are required by federal laws and regulations relating to drug/alcohol testing.

XIII. RETENTION OF RECORDS

13.01 The Human Resources Manager shall maintain records of the anti-drug and alcohol misuse programs as required by federal laws and regulations. The records shall be maintained in a secure location with controlled access.

13.02 The District shall keep the following records for the following periods of time:

Records of alcohol test results with alcohol concentration of 0.02 or greater	5 years
Records of verified positive drug test results	5 years
Documentation of refusals to take required alcohol/drug tests (including substituted or adulterated drug test results)	5 years
Referrals to the SAP, SAP reports, Copies of annual MIS reports submitted to FTA	5 years
All follow-up tests and schedules for follow-up tests	5 years
Information obtained from previous employers concerning drug and alcohol test results of employees	3 years
Records of the inspection, maintenance, and calibration of EBTs, Records related to the collection process and employee training.	2 years
Records of negative drug test results and alcohol test results with a concentration of less than 0.02	1 year

XIV. DEFINITIONS

14.01 Accident - Accident means an occurrence associated with the operation of a vehicle, **including the operation of the lift or ramp**, if as a result: 1) an individual dies; or 2) an individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or 3) one or more vehicles (including non-FTA funded vehicles) incurs disabling damage as the result of the occurrence and such vehicle or vehicles are transported away from the scene by a tow truck or other vehicle.

14.02 Alcohol Misuse - Occurs when an employee arrives at the work site with alcohol in his/her system; consumes a beverage containing alcohol while on duty, subject to duty, within four hours of reporting for duty, or during coffee and/or lunch breaks; or is late to work or absent from work due to the consumption of alcohol.

14.03 Breath Alcohol Technician (BAT) - Alcohol breath tests must be performed by a BAT who is trained in proficiency in the operation of the EBT he/she is using and in the alcohol procedures specified in the regulations.

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- 14.04 Collection Site - A place designated by the employer where individuals present themselves for the purpose of providing a specimen of their urine to be analyzed for the presence of drugs.
- 14.05 Contractor – a person or organization that provides a safety-sensitive service for the District consistent with a specific understanding or arrangement. The understanding can be a written contract or informal arrangement that reflects an ongoing relationship between the parties.
- 14.06 Controlled Substances - Any drugs that are classified by the Drug Enforcement Administration (DEA) into the five schedules or classes on the basis of their potential for abuse, accepted medical use and accepted safety for use under medical supervision. A drug in any of these schedules identifies that it is a controlled substance and determines the nature of supervisory control that must be exercised. Medications containing any controlled substances must be prescribed by a physician having a valid DEA license number.
- 14.07 DHHS - Department of Health and Human Services
- 14.08 **Dilute specimen: A specimen with creatinine and specific gravity values that are lower than expected for human urine.**
- 14.09 DOT - United States Department of Transportation.
- 14.10 Drug Abuse - Use of any illegal drug or controlled substance without a valid prescription, misuse of legally prescribed drugs, or use of illegally obtained prescription drugs. This includes use of prescription drugs legally prescribed to another individual other than one's self.
- 14.11 Employee - See Section **14.23** Safety-Sensitive Employee.
- 14.12 Evidential Breath Testing (EBT) Device - A device approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath and placed on the NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" (CPL).
- 14.13 Follow-Up Testing - Unannounced drug and alcohol testing given to employees who have returned to duty after evaluation by the SAP. This type of test may be done up to a total of five years from the date the employee returns to duty. A minimum of six tests during the first twelve months is required.
- 14.14 FTA - Federal Transit Administration, an agency of the U.S. Department of Transportation.

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- 14.15 Illegal Use - Use of any illegal drug, misuse of legally prescribed drugs and use of illegally obtained prescription drugs.
- 14.16 Incident - A single event or occurrence, which triggers drug and alcohol tests, as defined in this policy.
- 14.17 Mass Transit Vehicle - Bus, van or automobile.
- 14.18 Medical Review Officer (MRO) - A District authorized licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory drug test results, who has knowledge of substance abuse disorders but who has been trained to interpret and evaluate laboratory test results in conjunction with an employee's medical history. A MRO verifies a positive test result by reviewing a laboratory report and an employee's unique medical history to determine whether the result was caused by the use of prohibited drugs or by an employee's medical condition.
- 14.19 Metabolite - A modified form of a drug that has been chemically altered by the body's metabolic system.
- 14.20 On-Call - See "Subject to Duty." **See Section 14.24.**
- 14.21 Positive Alcohol Test - The presence of alcohol in the body at a concentration of 0.02 or greater as measured by an Evidential Breath Testing (EBT) Device. Refusal to take a breath test without a valid medical explanation also constitutes a positive alcohol test.
- 14.22 Positive Drug Test - Any urine or blood that is chemically tested (screened and confirmed), shows the presence of controlled substances and is verified by the MRO. Refusal to take a drug test without a valid medical explanation also constitutes a positive drug test.
- 14.23 Safety-Sensitive Employee - An employee whose job functions are, or whose job description includes the performance of functions, related to the safe operation of mass transportation service. The following are the categories of safety-sensitive functions: a) operating a revenue service vehicle, including when not in revenue service; b) operating a non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License (CDL); c) controlling dispatch or movement of a revenue service vehicle or equipment used in revenue service; and d) maintaining revenue service vehicles or equipment used in revenue service. Any supervisor who performs or whose job description includes the performance of any function listed above is considered a safety-sensitive employee.
- 14.24 Subject-to-Duty - The status of an employee who is scheduled to report for work at an assigned time and/or who has not been finally and completely released from the responsibility of performing further work that day. Subject-to-Duty also means any employee who is responsible for being available to perform work on an emergency basis

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when called to do so, i.e., in an on call status, if said employee is guaranteed extra compensation because of his/her status as being on call. An employee who is simply responsible for responding if available when said employee is not within either definition above is not considered to be subject-to-duty for the purpose of this Policy.

- 14.25 Substance Abuse Professional (SAP) - A District authorized licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or a certified addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.
- 14.26 Use - The presence of any controlled substance in the body or the consumption of any beverage mixture or preparation, including any medication containing alcohol.
- 14.27 Vehicle - A bus, electric bus, van, automobile, rail car, trolley car, trolley bus or vessel. A mass transit vehicle is a vehicle used for mass transportation.
- 14.28 Vehicle Disabling Damage - Damage, which precludes departure of the vehicle from the scene of the accident in its usual manner in daylight after simple repairs. It includes damage to vehicles that could have been operated but would have been further damaged if so operated.
- a. Inclusion: Damage to vehicles that could have been driven but would have been further damaged if so driven.
 - b. Exclusions:
 - i. Damage, which can be remedied temporarily at the scene of the accident without special tools or parts.
 - ii. Tire disablement without damage even if no spare tire is available.
 - iii. Headlamp or tail light damage.
 - iv. Damage to turn signals, horn, or windshield wipers, which makes it inoperable.

ATTACHMENT 1

FACT SHEETS

DRUG DETECTION PERIODS

Detection periods vary; rates of metabolism and excretion are different for each drug and use. Detection periods should be viewed as estimates. Cases can always be found to contradict these approximations.

Drug	Detection Period
Amphetamines: Amphetamine Methamphetamine	2-4 days 2-4 days
Cocaine: Benzoyllecgonine	12-72 hours
Cannabinoids (Marijuana) Casual Use Chronic Use	2-7 days Up to 30 days
Ethanol (Alcohol)	12-24 hours
Opiates: Codeine Hydromorphone (Dilaudid) Morphine (for Heroin)	2-4 days 2-4 days 2-4 days
Phencyclidine (PCP) Casual Use Chronic Use	2-7 days Up to 30 days

ATTACHMENT 2

ALCOHOL FACT SHEET

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

SIGNS AND SYMPTOMS OF USE

- ___ Dulled mental processes
- ___ Lack of coordination
- ___ Odor of alcohol on breath
- ___ Possible constricted pupils
- ___ Sleepy or stuporous condition
- ___ Slowed reaction rate
- ___ Slurred speech

HEALTH EFFECTS

The chronic consumption of alcohol (average of three 12-oz. servings of beer per day, 1 ounce of whiskey, or six ounces of wine) over time may result in the following health hazards:

- ___ Decreased sexual functioning
- ___ Dependency (up to 10 percent of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed "alcoholic")
- ___ Fatal liver diseases
- ___ Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- ___ Kidney disease
- ___ Pancreatitis
- ___ Spontaneous abortion and neonatal mortality
- ___ Ulcers
- ___ Birth defects (up to 54% of all birth defects are alcohol related).

SOCIAL ISSUES

- ___ Two-thirds of all homicides are committed by people who drink prior to the crime.
- ___ Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- ___ Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes.
- ___ The rate of separation and divorce in families with alcohol dependency problems is 7 times the average.
- ___ 40% of family court cases are alcohol problem related.
- ___ Alcoholics are 15 times more likely to commit suicide than are other segments of the population.

- More than 60% of burns, 40% of falls, 69% of boating accidents and 76% of private aircraft accidents are alcohol-related.

THE ANNUAL TOLL

- 24,000 people will die on the highway due to the legally impaired driver.
- 12,000 more will die on the highway due to the alcohol-affected driver.
- 15,800 will die in non-highway accidents.
- 30,000 will die due to alcohol caused liver disease.
- 10,000 will die due to alcohol induced brain disease or suicide.
- Up to another 125,000 will die due to alcohol related conditions or accidents.

WORKPLACE ISSUES

- It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- Impairment in coordination and judgment can be objectively measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person.

ATTACHMENT 3

AMPHETAMINE FACT SHEET

Amphetamines are central nervous system stimulants that speed up the mind and body. The physical sense of energy at lower doses and the mental exhilaration at higher doses are the reasons for their abuse. Although widely prescribed at one time for weight reduction and mood elevation, the legal use of amphetamines is now limited to a very narrow range of medical conditions. Most amphetamines that are abused are illegally manufactured in foreign countries and smuggled into the U.S. or clandestinely manufactured in crude laboratories.

DESCRIPTION

- Amphetamine is sold in counterfeit capsules or as white, flat, double-scored “mini-bennies.” It is usually taken by mouth.
- Methamphetamine is often sold as a creamy white and granular powder or in lumps and is packaged in aluminum foil wraps or sealable plastic bags. Methamphetamine may be taken orally, injected, or snorted into the nose.
- Trade/street names include Biphphetamine, Delcobese, Desotyn, Detedrine, Chetrol, Ritalin, Speed, Meth, Crank, Crystal, Monster, Black Beauties, and Rits.

SIGNS AND SYMPTOMS OF USE

- Hyperexcitability, restlessness
- Dilated pupils
- Increased heart rate and blood pressure
- Heart palpitations and irregular beats
- Profuse sweating
- Rapid respiration
- Confusion
- Panic
- Talkativeness
- Inability to concentrate
- Heightened aggressive behavior.

HEALTH EFFECTS

- Regular use produces strong psychological dependence and increasing tolerance to drug.
- High doses may cause toxic psychosis resembling schizophrenia.
- Intoxication may induce a heart attack or stroke due to spiking of blood pressure.
- Chronic use may cause heart and brain damage due to severe constriction of capillary blood vessels.
- The euphoric stimulation increases impulsive and risk-taking behaviors, including bizarre and violent acts.
- Withdrawal from the drug may result in severe physical and mental depression.

WORKPLACE ISSUES

- Since amphetamines alleviate the sensation of fatigue, they may be abused to increase alertness because of unusual overtime demands or failure to get rest.
- Low-dose amphetamine use will cause a short-term improvement in mental and physical functioning. With greater use or increasing fatigue, the effect reverses and has an impairing effect. Hangover effect is characterized by physical fatigue and depression, which may make operation of equipment or vehicles dangerous.

ATTACHMENT 3 (Continued)

COCAINE FACT SHEET

Cocaine is used medically as a local anesthetic. It is abused as a powerful physical and mental stimulant. The entire central nervous system is energized. Muscles are more tense, the heart beats faster and stronger, and the body burns more energy. The brain experiences exhilaration caused by a large release of neurohormones associated with mood elevation.

DESCRIPTION

- The source of cocaine is the coca bush, grown almost exclusively in the mountainous regions of northern South America.
- Cocaine Hydrochloride - “snorting coke” is a white to creamy granular or lumpy powder that is chopped into a fine powder before use. It is snorted into the nose, rubbed on the gums, or injected in veins. The effect is felt within minutes and lasts 40 to 50 minutes per “line” (about 60 to 90 milligrams). Common paraphernalia include a single-edged razor blade and a small mirror or piece of smooth metal, a half straw or metal tube, and a small screw cap vial or folded paper packet containing the cocaine.
- Cocaine Base - a small crystalline rock about the size of a small pebble. It boils at a low temperature, is not soluble in water, and is up to 90 percent pure. It is heated in a glass pipe and the vapor is inhaled. The effect is felt within seven seconds. Common paraphernalia includes a “crack pipe” (a small glass smoking device for vaporizing the crack crystal) and a lighter, alcohol lamp, or small butane torch for heating.
- Trade/street names include Coke, Rock, Crack, Free Base, Flake, Snow, Smoke and Blow.

SIGNS AND SYMPTOMS OF USE

- Financial problems
- Frequent and extended absences from meeting or work assignment 0%o Increased physical activity and fatigue
- Isolation and withdrawal from friends and normal activities
- Secretive behaviors, frequent non-business visitors, delivered packages, phone calls
- Unusual defensiveness, anxiety, agitation
- Wide mood swings
- Runny or irritated nose
- Difficulty in concentration
- Dilated pupils and visual impairment
- Restlessness
- Formication (sensation of bugs crawling on skin)
- High blood pressure, heart palpitations, and irregular rhythm
- Hallucinations
- Hyperexcitability and overreaction to stimulus
- Insomnia
- Paranoia and hallucinations
- Profuse sweating and dry mouth
- Talkativeness

HEALTH EFFECTS

- Research suggests that regular cocaine use may upset the chemical balance of the brain. As a result, it may speed up the aging process by causing irreparable damage to critical nerve cells. The onset of nervous system illnesses such as Parkinson's disease could also occur.
- Cocaine use causes the heart to beat faster and harder and rapidly increases blood pressure. In addition, cocaine causes spasms of blood vessels in the brain and heart. Both effects lead to ruptured vessels causing strokes or heart attacks.
- Strong psychological dependency can occur with one "hit" of crack. usually, mental dependency occurs within days (crack) or within several months (snorting coke). Cocaine causes the strongest mental dependency of any known drug.
- Treatment success rates are lower than for other chemical dependencies.
- Cocaine is extremely dangerous when taken with depressant drugs. Death due to overdose is rapid. The fatal effects of an overdose are not usually reversible by medical intervention. The number of cocaine overdose deaths has tripled in the last four years.
- Cocaine overdose was the second most common drug emergency in 1986 - up from 11th place in 1980.

WORKPLACE ISSUES

- Extreme mood and energy swings create instability. Sudden noises can cause a violent reaction.
- Lapses in attention and ignoring warning signals greatly increase the potential for accidents.
- The high cost of cocaine frequently leads to workplace theft and/or dealing.
- A developing paranoia and withdrawal create unpredictable and sometimes violent behavior.
- Work performance is characterized by forgetfulness, absenteeism, tardiness, and missed assignments.

ATTACHMENT 3 (Continued)

CANNABINOIDS (MARIJUANA) FACT SHEET

Marijuana is one of the most misunderstood and underestimated drugs of abuse. People use marijuana for the mildly tranquilizing and mood - and perception-altering effects it produces.

DESCRIPTION

- Usually sold in plastic sandwich bags, leaf marijuana will range in color from green to light tan. The leaves are usually dry and broken into small pieces. The seeds are oval with one slightly pointed end. Less prevalent, hashish is a compressed, sometimes tar like substance ranging in color from pale yellow to black. It is usually sold in small chunks wrapped in aluminum foil. It may also be sold in an oily liquid.
- Marijuana has a distinctly pungent aroma resembling a combination of sweet alfalfa and incense.
- Cigarette papers, roach clip holders, and small pipes made of bone, brass, or glass are commonly found. Smoking “bongs” (large bore pipes for inhaling large volumes of smoke) can easily be made from soft drink cans and toilet paper rolls.
- Trade/street names include Marinol, THC, Pot, Grass, Joint, Reefer, Acapulco Gold, Sinsemilla, Thai Sticks, Hash, and Hash Oil.

SIGNS AND SYMPTOMS OF USE

- Reddened eyes (often masked by eyedrops)
- Slowed speech
- Distinctive odor on clothing
- Lackadaisical “I don’t care” attitude
- Chronic fatigue and lack of motivation
- Irritating cough, chronic sore throat

HEALTH EFFECTS GENERAL

- When marijuana is smoked, it is irritating to the lungs. Chronic smoking causes emphysema-like conditions.
- One joint causes the heart to race and be overworked. People with undiagnosed heart conditions are at risk.
- Marijuana is commonly contaminated with the fungus *Aspergillus*, which can cause serious respiratory tract and sinus infections.
- Marijuana smoking lowers the body’s immune system response, making users more susceptible to infection. The U.S. government is actively researching a possible connection between marijuana smoking and the activation of AIDS in positive human immunodeficiency virus (HIV) carriers.

PREGNANCY PROBLEMS AND BIRTH DEFECTS

- The active chemical, tetrahydrocannabinol (THC), and 60 other related chemicals in marijuana concentrate in the ovaries and testes.
- Chronic smoking of marijuana in males causes a decrease in sex hormone, testosterone, and an increase in estrogen, the female sex hormone. The result is a decrease in sperm count, which can lead to temporary sterility. Occasionally, the onset of female sex characteristics including breast development occurs in heavy users.
- Chronic smoking of marijuana in females causes a decrease in fertility and an increase in testosterone.
- Pregnant women who are chronic marijuana smokers have a higher than normal incidence of stillborn births, early termination of pregnancy, and higher infant mortality rate during the first few days of life.
- In test animals, THC causes birth defects, including malformations of the brain, spinal cord, forelimbs, and liver and water on the brain and spine.
- Offspring of test animals who were exposed to marijuana have fewer chromosomes than normal, causing gross birth defects or death of the fetus. Pediatricians and surgeons are concluding that the use of marijuana by either or both parents, especially during pregnancy, leads to specific birth defects of the infant's feet and hands.
- One of the most common effects of prenatal cannabinoid exposure is underweight newborn babies.
- Fetal exposure may decrease visual functioning and causes other ophthalmic problems.

MENTAL FUNCTION

Regular use can cause the following effects:

- Delayed decision-making
- Diminished concentration
- Impaired short-term memory, interfering with learning
- Impaired signal detection (ability to detect a brief flash of light), a risk for users who are operating machinery
- Impaired tracking (the ability to follow a moving object with the eyes) and visual distance measurements
- Erratic cognitive function
- Distortions in time estimation
- Long-term negative effects on mental function known as "acute brain syndrome," which is characterized by disorders in memory, cognitive function, sleep patterns, and physical condition.

ACUTE EFFECTS

- Aggressive urges
- Anxiety
- Confusion
- Fearfulness
- Hallucinations
- Heavy sedation
- Immobility

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- Mental dependency
- Panic
- Paranoid reaction
- Unpleasant distortions in body image.

WORKPLACE ISSUES

- The active chemical, THC, stores in body fat and slowly releases over time. Marijuana smoking has a long term effect on performance.
- A 500 to 800 percent increase in THC concentration in the past several years makes smoking three to five joints a week today equivalent to 15 to 40 joints a week in 1978.
- Combining alcohol or other depressant drugs and marijuana can produce a multiplied effect, increasing the impairing effect of both the depressant and marijuana.

ATTACHMENT 3 (Continued)

OPIATES (NARCOTICS) FACT SHEET

Opiates (also called narcotics) are drugs that alleviate pain, depress body functions and reactions, and, when taken in large doses, cause a strong euphoric feeling.

DESCRIPTION

- Natural and natural derivatives - opium, morphine, codeine, and heroin
- Synthetics - merperidine (Demerol), exymorphone (Numorphan), and oxycodone (Percodan)
- May be taken in pill form, smoked, or injected, depending upon the type of narcotic used.
- Trade/street names include Smack, Horse, Emma, Big D, Dollies, Juice, Syrup, and China White.

SIGNS AND SYMPTOMS OF USE

- Mood changes
- Impaired mental functioning and alertness
- Constricted pupils
- Depression and apathy
- Impaired coordination
- Physical fatigue and drowsiness
- Nausea, vomiting, and constipation
- Impaired respiration.

HEALTH EFFECTS

- IV needle users have a high risk for contracting hepatitis and AIDS due to the sharing of needles.
- Narcotics increase pain tolerance. As a result, people could more severely injure themselves or fail to seek medical attention after an accident due to the lack of pain sensitivity.
- Narcotics' effects are multiplied when used in combination with other depressant drugs and alcohol, causing increased risk for an overdose.

SOCIAL ISSUES

- There are over 500,000 heroin addicts in the U.S., most of whom are IV needle users.
- An even greater number of medicinal narcotic-dependent persons obtain their narcotics through prescriptions.
- Because of tolerance, there is an ever-increasing need for more narcotic to produce the same effect.
- Strong mental and physical dependency occurs.
- The combination of tolerance and dependency creates an increasing financial burden for the user. Costs for heroin can reach hundreds of dollars a day.

WORKPLACE ISSUES

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- Unwanted side effects such as nausea, vomiting, dizziness, mental clouding, and drowsiness place the legitimate user and abuser at higher risk for an accident.
- Narcotics have a legitimate medical use in alleviating pain. Workplace use may cause impairment of physical and mental functions.

ATTACHMENT 3 (Continued)

PHENCYCLIDINE (PCP) FACT SHEET

Phencyclidine (PCP) was originally developed as an anesthetic, but the adverse side effects prevented its use except as a large animal tranquilizer. Phencyclidine acts as both a depressant and a hallucinogen, and sometimes as a stimulant. It is abused primarily for its variety of mood-altering effects. Low doses produce sedation and euphoric mood changes. The mood can change rapidly from sedation to excitation and agitation. Larger doses may produce a coma-like condition with muscle rigidity and a blank stare with eyelids half closed. Sudden noises or physical shocks may cause a “freak out” in which the person has abnormal strength, extremely violent behavior, and an inability to speak or comprehend communication.

DESCRIPTION

- PCP is sold as a creamy, granular powder and is often packaged in one-inch square aluminum foil or folded paper “packets.”
- It may be mixed with marijuana or tobacco and smoked. It is sometimes combined with procaine, a local anesthetic, and sold as imitation cocaine.
- Trade/street names include Angel Dust, Dust, and Hog.

SIGNS AND SYMPTOMS OF USE

- Impaired coordination
- Severe confusion and agitation
- Extreme mood shifts
- Muscle rigidity
- Nystagmus (jerky eye movements)
- Dilated pupils
- Profuse sweating
- Rapid heartbeat
- Dizziness

HEALTH EFFECTS

- The potential for accidents and overdose emergencies is high due to the extreme mental effects combined with the anesthetic effect on the body.
- PCP is potentiated by other depressant drugs, including alcohol, increasing the likelihood of an overdose reaction.
- Misdiagnosing the hallucinations as LSD induced, and then treating with Thorazine, can cause a fatal reaction.
- Use can cause irreversible memory loss, personality changes, and thought disorders.
- There are four phases to PCP abuse. The first phase is acute toxicity. It can last up to three days and can include combativeness, catatonia, convulsions, and coma. Distortions of size, shape, and distance perception are common. The second phase, which does not always follow the first, is a toxic psychosis. Users may experience visual and auditory delusions,

paranoia, and agitation. The third phase is a drug-induced schizophrenia that may last a month or longer. the fourth phase is PCP-induced depression. Suicidal tendencies and mental dysfunction can last for months.

WORKPLACE ISSUES

- PCP abuse is less common today than in recent years. It is also not generally used in a workplace setting due to the severe disorientation that occurs.

ATTACHMENT 4

LIST OF SAFETY SENSITIVE JOB CLASSIFICATIONS BY TITLE

Vehicle Service Worker I/II
Vehicle Service Detailer
Vehicle Service Technician
Upholsterer
Body Repair Mechanic
Mechanic I/II/III
Lead Mechanic
Fleet Maintenance Supervisor
Fleet Maintenance Manager

Bus Operator
Transit Supervisor
Safety and Training Coordinator
Schedule Analyst
Base Superintendent
Operations Manager

NOTE: List is subject to change as classifications are amended or added.